

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, APRIL 5, 2016 – 6:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. [Introduction of new employee: Claudia G. Perez, Administrative Technician \(Budget Technician\). \(Finance\)](#)

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

2. [Interviews and Appointments: Various Boards & Commissions. \(City Clerk\)](#)

CONSENT CALENDAR

3. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
4. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of March 15, 2016. (City Clerk)
5. [Resolution of the City Council of the City of National City amending the addendum to Rule II, Section 206 of the Civil Service Rules to allow for a career advanceable progression from Junior Engineer Civil to Assistant Engineer Civil. \(Human Resources\)](#)
6. [Resolution of the City Council of the City of National City approving an amendment to the salary schedule for the Municipal Employees' Association employee group to include salary bands for the Junior](#)

Engineer – Civil at \$4,429.84 - \$5,384.47, monthly (range 126). (Human Resources)

7. Resolution of the City Council of the City of National City granting an Access Easement to J&B Investment Properties LLC across a City owned lot at the northerly end of West 30th Street, west of Harding Avenue. (APN 562-220-41). (Engineering/Public Works)
8. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with West Coast Arborists, Inc. to increase the not-to-exceed amount of the Agreement by \$35,000, for a total not-to-exceed amount of \$85,000, to provide additional tree trimming and pruning services for the City of National City. (Engineering/Public Works)
9. Resolution of the City Council of the City of National City authorizing an amendment to the 2014 Regional Transportation Improvement Program (RTIP) for National City to allocate \$8,000 of local TransNet (Prop A) funding for the Traffic Signal Install/Upgrades Project to satisfy National City's fair share contribution towards the annual cost of Regional Arterial Management System (RAMS) operations support services for FY 2015. (Funded by Prop A) (Engineering/Public Works)
10. Resolution of the City Council of the City of National City authorizing an amendment to the 2014 Regional Transportation Improvement Program (RTIP) for National City to increase programming of local TransNet (Prop A) funding for the Street Resurfacing (NC03) and Highland Avenue Community Corridor (NC13) projects for FY 2015. (Engineering/Public Works)
11. Resolution of the City Council of the City of National City authorizing an agreement with Circulate San Diego in the not to exceed amount of \$300,000 to provide Active Transportation Planning Services to support National City's Safe Routes to School Program and other community outreach efforts that promote alternative modes of transportation such as walking and biking. (Engineering/Public Works)
12. Resolution of the City Council of the City of National City authorizing an agreement with A Reason to Survive (ARTS) in the not to exceed amount of \$300,000 to provide art projects, community outreach, and education in support of National City's Capital Improvement Program. (Engineering/Public Works)
13. Resolution of the City Council of the City of National City adopting the amended Chapter 800, of the City Council Policy Manual, which includes amended Policies 801, 802, 803 and deleting Policies 804 & 805. (Community Services)

14. [Investment transactions for the month ended January 31, 2016. \(Finance\)](#)
15. [Warrant Register #34 for the period of 02/17/16 through 02/23/16 in the amount of \\$225,105.38. \(Finance\)](#)
16. [Warrant Register #35 for the period of 02/24/16 through 03/01/16 in the amount of \\$2,597,613.53. \(Finance\)](#)
17. [Warrant Register #36 for the period of 03/02/16 through 03/08/16 in the amount of \\$991,212.58. \(Finance\)](#)

PUBLIC HEARINGS

18. [Public Hearing: Community Development Commission - Housing Authority of the City of National City \(HACNC\), Streamlined Annual Plan for Public Housing Agency Plan \(PHA\) for Fiscal Year 2016 - 2017 and the Housing Choice Voucher Programs Administrative Plan; authorizing the submittal of the PHA Plan and Administrative Plan to the U.S. Department of Housing and Urban Development. \(Housing, Grants & Asset Management\)](#)

ORDINANCES FOR INTRODUCTION

19. An Ordinance of the City Council of the City of National City amending Title 10 of the National City Municipal Code by amending Chapter 10.53 pertaining to regulations for use of Skateboard Parks (City Attorney)

ORDINANCES FOR ADOPTION

20. [An Ordinance of the City Council of the City of National City amending Title 18 \(Zoning\) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. \(Applicant City-Initiated\) \(Case File 2015-07 A\) \(Planning/City Attorney\)](#)

NON CONSENT RESOLUTIONS

21. [Resolution of the Community Development Commission - Housing Authority of the City of National City \(HACNC\), approving the Streamlined Annual Public Housing Agency \(PHA\) Plan for Fiscal Year 2016 - 2017, and authorizing the submittal of the Plan to the U.S. Department of Housing and Urban Development. \(Housing, Grants & Asset Management\)](#)
22. [Resolution of the Community Development Commission - Housing Authority of the City of National City \(HACNC\), approving the revisions to the Housing Choice Voucher Programs Administrative Plan, and authorizing submittal of the Plan to the U.S. Department of Housing and Urban Development. \(Housing, Grants & Asset Management\)](#)

NEW BUSINESS

23. [Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at Yi Sushi Restaurant to be located at 1430 East Plaza Blvd., Suite E-7B. \(Applicant: Cheung Sushi Corp.\) \(Case File 2015-21 CUP\) \(Planning\)](#)
24. [Notice of Decision – Planning Commission approval of a Planned Development Permit and Coastal Development Permit for a storage building 922 W. 23rd Street. \(Applicant: Michael Reading\) \(Case File 2015-29 PD, CDP\) \(Planning\)](#)
25. [Temporary Use Permit – Inflatable World hosted by Inflatable World Corporation at Westfield Plaza Bonita Mall from April 13, 2016 thru September 12, 2016 with no waiver of fees. \(Neighborhood Services\)](#)
26. [Temporary Use Permit – Free Electronic Waste Recycling \(E-Waste\) sponsored by San Diego Classic Lions Club at 1035 Harbison Avenue from April 23, 2016 to April 24, 2016 with no waiver of fees. \(Neighborhood Services\)](#)
27. [Temporary Use Permit – Amgen Tour of California sponsored by AEG Cycling LLC on May 15, 2016 from 12:00 p.m. to 12:15 p.m. with no waiver of fees. \(Neighborhood Services\)](#)
28. [Temporary Use Permit – Safe Summer Slam 2016 sponsored by Operation Samahan at 2841 Highland Avenue on May 21, 2016 from 10 a.m. to 3 p.m. with no waiver of fees. \(Neighborhood Services\)](#)
29. [Temporary Use Permit – Halloween retail tent store hosted by Halloween Express at Westfield Plaza Bonita Mall from August 15, 2016 thru November 10, 2016 with no waiver of fees. \(Neighborhood Services\)](#)
30. [Senate Bill 1000 \(Senator Connie M. Leyva \(D-Chino\)\) Environmental Justice Element in General Plans. \(Planning\)](#)
31. [Presentation to City Council regarding the Police Department's Body Worn Camera Program.\(Police\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY**PUBLIC HEARINGS- HOUSING AUTHORITY****CONSENT RESOLUTIONS- HOUSING AUTHORITY****NON CONSENT RESOLUTIONS- HOUSING AUTHORITY****NEW BUSINESS- HOUSING AUTHORITY**

C. REPORTS

STAFF REPORTS

32. [Alternative Cost Accounting Procedures for Public Works Construction \(Engineering/Public Works\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - April 19, 2016 - 6:00 p.m. - Council Chambers - National City, California.

BUDGET SCHEDULE - FISCAL YEAR 2017

Budget Workshop - April 26, 2016 - 6:00 pm
Budget Hearing - June 7, 2016 - 6:00 pm

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 5, 2016 - City Council Meeting - Suspended
July 19, 2016 - City Council Meeting - Suspended

The following page(s) contain the backup material for Agenda Item: Introduction of new employee: Claudia G. Perez, Administrative Technician (Budget Technician). (Finance)

INTRODUCTION OF NEW EMPLOYEE

**CLAUDIA G. PEREZ
ADMINISTRATIVE TECHNICIAN
(BUDGET TECHNICIAN)
FINANCE DEPARTMENT**

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Various Boards & Commissions. (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Interviews and Appointments: Various Boards & Commissions. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY: _____

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____

ENVIRONMENTAL REVIEW:

|

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

| Interview and appoint as desired. |

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Applications

BOARDS & COMMISSIONS – CURRENT VACANCIES AND EXPIRED TERMS

April 5, 2016

LIBRARY BOARD OF TRUSTEES (Appointing Authority: Mayor subject to confirmation by City Council)

There is one current vacancy on the Library Board. Three applications have been received.

<u>Name</u>	<u>Interviewed</u>	
Margaret Godshalk	Yes	
Raymond Juarez	Yes	o
Luz Molina-Lopez	Yes	o

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD (PRSCAB) (Appointing Authority: Mayor subject to confirmation by City Council)

There is one vacancy (**Emmanuel Gutierrez**) and one expired terms (**Bert Andrade**) on the PRSCAB). **Bert Andrade** does desire to be re-appointed. There is one new applicant. **Note:** Per Council Policy #107, Bert Andrade will need a 4/5 vote for re-appointment.

<u>Name</u>		<u>Interviewed</u>
Bert Andrade	Incumbent	No
Jose Rodriguez Perez		Yes

PLANNING COMMISSION (Appointing Authority: City Council)

There are two terms expiring on the Planning Commission (**Al Alvarado** and **George Baca**). Both Incumbents desire to be re-appointed. There are three new applications on file. **Note:** Per Council Policy #107, Al Alvarado and George Baca will need a 4/5 vote for re-appointment.

<u>Name</u>		<u>Interviewed</u>	
Al Alvarado	Incumbent	Yes	
George Baca	Incumbent	Yes	
Jose Rodriguez Perez		Yes	o
Gonzalo Quintero		Yes	
William Sendt		Yes	

PUBLIC ART COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There is one expired term (**Memo Cavada**) on the Public Art Committee. The incumbent has indicated a desire to be re-appointed. There is one new application on file. **Note:** Per Council Policy #107, Manuel Cavada will need a 4/5 vote for re-appointment.

<u>Name</u>		<u>Interviewed</u>
Manual Cavada	Incumbent	Yes
Anette Dela Riva		Yes

PORT PUBLIC ART COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

National City has one appointment to the Port Public Art Committee. The position is currently vacant. The appointee does not need to be a resident of the City. There is one application on file.

<u>Name</u>	<u>Interviewed</u>
Charles Reilly	Yes

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

<input type="checkbox"/> Civil Service Commission	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input checked="" type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Traffic Safety Committee
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Annette DeB Kivk

Home Address: 437 Kimbal way Tel. No.: 619 564-9631

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 25 San Diego County: 46 California: 46

Educational Background: Lincoln High

Occupational Experience: _____

Home maker

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments:

V.P. of Lincoln Acres PTSO for 5 yrs.

Experience or Special Knowledge Pertaining to Area of Interest: _____

Have you ever been convicted of a felony crime? No: X Yes: _____ misdemeanor crime? No: _____ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 10-19-15

Signature: _____

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:

Office of the City Clerk

1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

* Residency requirements may not apply
This documents is filed as a public document

Revised: March 2012

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Traffic Safety Committee
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Margaret A. Godshalk

Home Address: 2143 Cleveland Ave Tel. No.: 619-851-5411

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 56 yrs San Diego County: 56 yrs California: 66 yrs

Educational Background: Bachelor of Science in Psychology from Univ. of San Fran.
Teachers Credential from SDSU

Occupational Experience: Teacher (Elementary level) 25 yrs.
Electrician (Inside Wireman) 7 yrs.

Professional or Technical Organization Memberships: Retired CA Teachers

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Volunteer work at Paradise Creek, former Board member of
Experience or Special Knowledge Pertaining to Area of Interest: Stein Farm
Education

Have you ever been convicted of a felony crime? No ☒ Yes: _____ misdemeanor crime? No ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: Feb 22, 2016

Signature: Margaret A. Godshalk

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

* Residency requirements may not apply
This document is filed as a public document

Revised December 2015

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Traffic Safety Committee
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Raymond Juarez

Home Address: 1030 Delta St.

Tel. No.: 619-261-2450

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 57 years San Diego County: 60 y. California: 60 y.

Educational Background: Elementary, Jr. high, High School,
Southwestern, San Diego State

Occupational Experience: Security Police in Air Force
Elementary Teacher in National School District.

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Lions Club Host of National City, Member of Cornerstone Church

Experience or Special Knowledge Pertaining to Area of Interest:

Educational background

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 2/19/16

Signature: _____

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk

1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

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This document is filed as a public document

Revised: March 2012

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Traffic Safety Committee
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Luz Molina

Home Address: 515 E. 26th St. N.C. CA Tel. No.: 619-731-9563

Business Affiliation: Ajinomoto America Title: Technical Proposal Writer

Business Address: 11040 Roselle St. S.D. CA Tel. No.: 858-281-742

Length of Residence in National City: 30 yrs San Diego County: 31 yrs California: 31 yrs

Educational Background: B.A. UC Berkeley, Molecular Biology;
A.A. Southwestern CC, transfer studies; Sweetwater HS '95

Occupational Experience: Project Collaborator; Health Services
case manager; Social Services volunteer; see resume

Professional or Technical Organization Memberships: Former member of AmeriCorps

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Various social services efforts; please see resume

Experience or Special Knowledge Pertaining to Area of Interest:

Technical proposal writer; social services advisor

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐

If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 2/11/2016

Signature: Luz Molina

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:

Office of the City Clerk

1243 National City Blvd, National City, CA 91960

Thank you for your interest in serving the City of National City.

* Residency requirements may not apply
This document is filed as a public document

Revised: March 2012

RECEIVED
CITY CLERK
CITY OF NATIONAL CITY
FEB 11 PM 5:05

Luz Molina-López

515 E. 26th St., National City, CA 91950 | 619-731-9563 | luzmolinalopez@yahoo.com

Results-driven professional with a reputation for client collaboration, solid analytical skills, attention to detail, and excellent written and verbal communication. National City native seeking to give back to her community in a meaningful and impactful way. Extensively experienced in a work atmosphere that is fast-paced, stimulating, and client-oriented. Resourceful and focused on meeting deadlines. Outstanding computer skills. Native Spanish speaker.

Work Experience

Technical Proposal Writer | Ajinomoto Althea, Inc. | Jan 2011 to Present

- Wrote more than 220 highly technical, detailed, accurate proposals in FY2015 for an organization providing clinical drug manufacturing services to global biotechnology and pharmaceutical companies
- Worked cross-functionally to coordinate efforts for the successful booking of \$44 MM of business in FY2015
- Gateway to all internal communication between the technical teams and business development team
- Created and managed databases in SharePoint, Salesforce, and QAD ERP systems
- Compile data from internal and external sources for report generation, metrics, and analysis
- Led over 50 client visits in FY2015 by preparing agendas, arranging tours and meeting rooms, presenting the corporate overview presentation, and facilitating project discussions

Manufacturing Associate | Althea Technologies, Inc. | Aug 2004 to Dec 2010

- Performed a range of manufacturing processes for the production of medicines for clinical studies, including cell banking, microbial fermentation, filtration, and filling of drug products
- Wrote and reviewed master production batch records, material specifications, lab reports
- Accurately documented data for compliance of strict federal guidelines

Social Engagement

- Completed Resident Leadership Academy Program, a 10 week course on community involvement and advocacy | Dec 2015
- Social Services Advisor | Morgan & Kimball Towers, National City, CA | Coordinated a variety of services for resident senior citizens, including assistance in the completion of legal documents, counseling services, and public health outreach | Sep 2003 to Aug 2004
- AmeriCorps Member | Served as a Case Manager with Health Access Project in Salt Lake City, UT | Worked to secure health services for the underinsured community | Aug 2002 to Jun 2003
- Science Camp Instructor | Outdoor Science School / Orange County Dept. of Ed. | Taught biology, geology, and astronomy standards to 5th & 6th graders in a camp setting | Sep 2001 to Jun 2002

Education

UC Berkeley | B.A. Molecular Biology, emphasis on Cellular and Developmental Biology | 2001

Luz Molina-Lopez
515 E. 26th Street
National City, CA 91950
619-731-9563

February 11, 2016

Office of City Clerk
1243 National City Blvd.
National City, CA 91950

Dear Mayor Morrison, Councilmembers, and Mr. Dalla:

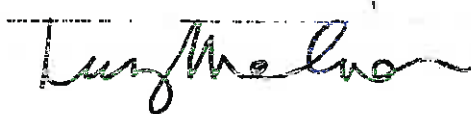
Please accept my request to join the National City Library Board of Trustees. I was thrilled to find the listing for this open position on the city website and I would love for the opportunity to serve my community in this special way.

My background is in the biopharmaceutical industry. For nearly 11 years now, I have worked in support of the production of new medicines undergoing clinical study. Before that, I was involved in a variety of social services efforts that helped people gain access to services in their community. I have a gift for analyzing and translating complex concepts into language that is easier to understand. My experience includes project-based teamwork and collaboration, especially in customer-facing functions.

I am very motivated to engage in social advocacy for the betterment of my community. Recently, I participated in HHSA's Resident Leadership Academy where I came to know passionate, enthusiastic resident leaders that affected in me the desire to invest my time and talents as well. Since then, I've discovered stimulating volunteer possibilities at Olivewood Gardens & Learning Center and at my children's elementary school. I grew up in National City. Every day I see evidence of how we are served in positive, progressive, and impactful ways. I wish to do my part as an educated, driven, and dedicated resident.

I am hopeful that you will consider meeting with me to discuss further my qualifications. I have availability in the early afternoons or can arrange any time convenient to you and your council. Please contact me via phone, email, and/or text. Thank you for your time.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Luz Molina-Lopez', written over a horizontal line.

Luz Molina-Lopez

Enclosed:
Application for Appointment
Resume

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

<input type="checkbox"/> Civil Service Commission	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Traffic Safety Committee
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	

Note: Applicants must be residents of the City of National City except for those marked by an asterisk.

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: HONZALO J. QUINTERO

Home Address: 516 E. 3rd St.

Tel. No.: (619) 791-5064

Business Affiliation: La Bella Pista Garden

Title: General Manager

Business Address: 373 3rd Ave Chula Vista

Tel. No.: (619) 426-8820

Length of Residence in National City: 5 yrs San Diego County: 34 yrs California: 34 yrs

Educational Background: Doctor of Education; Master of Public Administration; BA Public Admin (All SDSU)

Occupational Experience: College Administrator for 7 years; University level instructor; Current GM of La Bella Pista Garden

Professional or Technical Organization Memberships: Chula Vista CAC; Third Ave Village Association

Civic or Community Experience, Membership, or Previous Public Service Appointments: Currently serving on NCTraffic Safety Committee

Experience or Special Knowledge Pertaining to Area of Interest: Master of Public Administration w/ experience in city planning

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 2/8/16

Signature: [Signature]

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

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**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input checked="" type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Traffic Safety Committee
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Port Commission

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Charles J. Reilly

Home Address: 3421 Stetson Ave., San Diego, CA Tel. No.: 858-452-6607 (cell)
858-453-6305 (home)

Business Affiliation: Charles Reilly Company Title: Owner

Business Address: same as home address Tel. No.: 858-452-6607

Length of Residence in National City: 0 San Diego County: 29 1/2 yrs. California: 50 yrs.

Educational Background: B.A., 1967, Brown University, Providence, R.I.
M.B.A., 1995, San Diego State University

Occupational Experience: mostly as owner of small adv./PR firm in both LA area and San Diego; also as daily newspaper reporter in LA area (3 yrs); Communications Director at U. of San Diego (4 yrs); and Marketing Director of a major San Diego law firm (Luce, Forward, Hamilton & Scripps) (3 yrs.).


Professional or Technical Organization Memberships: Past member S.D. Press Club; American Marketing Assn., Public Relations Society of America

Civic or Community Experience, Membership, or Previous Public Service Appointments: Member, Long Range City Strategic Planning Project, City of Pasadena (1984-86) - a Mayoral appt. during Pasadena's 100th year to focus on priorities for next 10-20 years.

Experience or Special Knowledge Pertaining to Area of Interest: Board member of both Save Our Heritage Organisation (S.D.) and Pasadens Heritage -- both historic preservation organizations; lifelong interest in the arts; married to arts curator.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: March 7, 2016 Signature: 

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
**Office of the City Clerk
1243 National City Blvd, National City, CA 91950**

Thank you for your interest in serving the City of National City.

* Residency requirements may not apply
This documents is filed as a public document

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

<input type="checkbox"/> Civil Service Commission	<input checked="" type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Traffic Safety Committee
<input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Jess A. Rodriguez Perez

Home Address: 834 Dana St. National City Tel. No. 760-880-1620

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 2 1/2 yrs. San Diego County: 13 yrs California: 27 yrs

Educational Background: B.A. History from SDSU 2014
AA. History from SD City College 2011

Occupational Experience: Organizer at San Diego - Imperial Counties Labor Council

Professional or Technical Organization Memberships: _____
OPEIU Member (Office & Professional Employees Union)

Civic or Community Experience, Membership, or Previous Public Service Appointments: _____
Organized community members to vote, register & participate in electoral process for 4 yrs.

Experience or Special Knowledge Pertaining to Area of Interest: _____
Specialized in organizing labor community members in process pertaining there in

Have you ever been convicted of a felony crime? No X Yes: _____ misdemeanor crime? No: _____ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 2/19/16

Signature: _____

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:

Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

* Residency requirements may not apply
This documents is filed as a public document

Revised: December 2015

RECEIVED
CITY CLERK
FEB 18 AM 9 21
CITY OF NATIONAL CITY

Supplemental Application:
National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department.

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. Upon conditional appointment the Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No: ☒ Yes: ☐
Have you been convicted of a misdemeanor: No: ☒ Yes: ☐

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

José Rodriguez 2/16/16



The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ITEM # 2

4-5-16

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE
ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING
THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR
ADOPTED AFTER A READING OF THE TITLE ONLY.**

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City amending the addendum to Rule II, Section 206 of the Civil Service Rules to allow for a career advanceable progression from Junior Engineer Civil to Assistant Engineer Civil. (Human Resources)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:


Resolution of the City Council of the City of National City amending the addendum to Rule II, Section 206 of the Civil Service Rules to allow for a career advanceable progression from Junior Engineer – Civil to Assistant Engineer Civil.

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY:



EXPLANATION:

City of National City Civil Service Rules (CSR) I, II and III allow for a Career Advancement program in the City's classification and promotion system. As prescribed, the Career Advancement program allows the City to budget and classify certain positions at the journey level but recruit for and hire individuals at a trainee or entry level. Once the incumbent has the appropriate tenure and has demonstrated competence, s/he is eligible to move up to the next level in the series, without competition until s/he reaches the journey level (or lower if the position is classified below the journey level). The job classifications that are eligible for the Career Advancement program are outlined in the addendum to CSR II, Section 206. There are currently three career advanceable series in the City: Accountant Trainee to Accountant; Code Conformance Officer I to Code Conformance Officer II; and Management Analyst Trainee to Management Analyst I/II.

On March 10, 2016 the Civil Service Commission of the City of National City voted unanimously to amend the addendum to Civil Service Rule II, Section 206 to allow for the inclusion of the civil engineering series. As amended, the entry-level Junior Engineer – Civil classification would be career advanceable to Assistant Engineer – Civil. The amendment maximizes the ability of the Human Resources and Engineering Departments to recruit, hire and promote qualified candidates in an area critical to the successful management of the City's Capital Improvement Program.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no direct fiscal impact associated with this item.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution amending the addendum to Civil Service Rule II, Section 206 allowing for the inclusion of Junior Engineer – Civil in the City's Career Advancement program.

BOARD / COMMISSION RECOMMENDATION:

The Civil Service Commission voted unanimously to approve the amendment as described above.

ATTACHMENTS:

Civil Service Rule II, Section 206 and the Addendum to Section 206
March 10, 2016 report to Civil Service Commission
Resolution

PROPOSED CHANGE TO:

**CIVIL SERVICE RULE II –
CLASSIFICATION OF POSITIONS**

**SECTION 206 – CAREER
ADVANCEMENT**

SECTION 205 – ADMINISTRATION OF THE CLASSIFICATION PLAN:

The Commission shall periodically review the duties and responsibilities of all positions in order to assure proper allocation of positions to classes. The Commission shall also review the specifications for any class or allocation of any position on request of the incumbent, the appointing officer, the City Manager or other responsible official. (11/21/72)

SECTION 206 – CAREER ADVANCEMENT:

In an effort to provide for the recruitment, advancement and retention of capable employees, it shall be the policy of the Civil Service Commission to provide for appropriate classifications to implement “career advancement” training programs. Through the career advancement program, when vacancies occur at or below journey- level in a career advancable series, the Personnel Director shall have the authority to recruit and underfill the position at any of the lower level classes within the series. Upon gaining the experience and skills required for advancement, an incumbent underfilling a position shall become eligible for promotion to the higher levels in the series in succession until reaching the classified level of the position.

The career advancement program and applicable procedures will apply only to recognized career advancement classifications listed in the Addendum to this section of the Civil Service Rules.

**ADDENDUM TO CIVIL SERVICE RULE II
SECTION 206 – CAREER ADVANCEMENT
CAREER ADVANCABLE SERIES**

ENTRY LEVEL CLASSIFICATION

PROMOTIONAL OPPORTUNITY

ENGINEERING:

Junior Engineer – Civil

Assistant Engineer – Civil

FISCAL:

Accountant Trainee

Accountant

INSPECTION:

Code Conformance Officer I

Code Conformance Officer II

MANAGEMENT:

Management Analyst Trainee

Management Analyst I/II



DATE: March 10, 2016

TO: City of National City Civil Service Commission

FROM: Stacey Stevenson, Administrative Services Director

SUBJECT: Proposed Amendment to Civil Service Rule II, Section 206A to Allow for a Career Advanceable Progression from Junior Engineer – Civil to Assistant Engineer Civil

On March 12, 2009, the City of National City Civil Service Commission voted unanimously to amend Civil Service Rules I, II and III, allowing for the creation of a Career Advancement program (Attachment A).

To date, the Career Advanceable program, as approved by the Civil Service Commission and affirmed by the City Council (October 6, 2009), consists solely of the three original series: Accounting, Code Conformance and Management Analyst. With this item staff requests that the Program be expanded to include the Civil Engineering series. Specifically, staff requests the inclusion of the entry level Junior Engineer – Civil as career advanceable to the journey-level Assistant Engineer – Civil under Service Rule II, Section 206A.

The City of National City Engineering & Public Works Department has expressed an interest in creating opportunities for both in-house para-professional staff and recent college graduates to enter into and advance through the City's professional civil engineering series. The most appropriate and effective method of achieving this objective is to establish a career advanceable series. In doing so, the Junior Engineer – Civil classification will act as a bridge class, providing the employment and training opportunity for para-professional engineering technicians and recent college graduates (in the field of engineering) to gain the knowledge, skills and abilities necessary to advance to the journey level. Because the Junior Engineer – Civil is an entry level classification, it is appropriate and consistent with Civil Service Rule II, Section 206 to allow individuals in said classification to career advance to the journey level Assistant Engineer – Civil after one year service and satisfactory completion of articulated critical tasks.

Recommendation: based on the above, staff recommends the inclusion of the entry level Junior Engineer – Civil as career advanceable to the journey-level Assistant Engineer – Civil under Service Rule II, Section 206A.

A handwritten signature in black ink, appearing to read "Stacey Stevenson". The signature is stylized with large, flowing loops.

STACEY STEVENSON

Attachment: Memo to Civil Service Commission - Proposed Creation of Trainee Classifications and a Career Advancement Program (March 12, 2009 Agenda Items 6B, C and D)



DATE: March 2, 2009

TO: City of National City Civil Service Commission

FROM: Stacey Stevenson, Director of Human Resources

SUBJECT: Proposed Creation of Trainee Classifications (Accountant Trainee and Management Analyst Trainee) and a Career Advancement Program (March 12, 2009 Agenda Items 6B, C and D)

Within the professional and technical categories, the current classification plan adopted by the Civil Service Commission and the City Council of the City of National City consists primarily of journey-level classifications and higher. In recent years, the City of National City has experienced difficulty recruiting qualified individuals at the journey-level. Two of the most difficult to recruit for series are Accountant and Management Analyst. The two resulting issues are: the inability of departments to fill vacancies with qualified individuals; and an inability for recent college graduates or other individuals otherwise new to the field to promote or enter employment with the City of National City. While departments have expressed a willingness to hire individuals with limited or no experience, the proper classifications do not always exist to allow for it.

Based on the above, staff proposes the creation of two entry level classifications: Accountant Trainee and Management Analyst Trainee. As outlined in the attached class specifications, both classifications limit the minimum requirement to a four year degree thus creating professional level employment opportunities within the City of National City for recent college graduates and broadening the applicant pool for City departments.

In drafting the proposed Management Analyst Trainee, it became necessary to shift upward the minimum requirements of the existing Management Analyst I, II and III in order to accommodate the proposed new class. For example, the Management Analyst I currently requires a degree and six months of experience. Staff proposes to adjust the class specification to read a degree and one year of experience in order to draw an appropriate differentiation between that class and that of the Trainee. The experience requirement increases by one year for each progressive classification in the series. Other revisions have been proposed to clarify the distinctions between the levels and to revise the driving requirement in light of American's with Disabilities (ADA) standards. The proposed revised class specifications are attached with changes highlighted.

Finally, when creating entry-level portals, it is important to adequately facilitate movement for the incumbents as knowledge, skills and abilities are acquired. As such, staff proposes the creation of a Career Advancement program that will allow such trainees to promote in

classification and compensation as they gain mastery of the journey-level functions of the series within which they serve. As described in the proposed revision to the Civil Service Rules, positions would be classified at or below the journey-level within the series. Individuals could be selected and hired at the entry level or some other level in the designated series below the classified level. Once the incumbent has the appropriate tenure and has demonstrated competence, he/or she is eligible to be moved up to the next level in the series, without competition. This process can be repeated until the individual has reached the level at which the position is properly classified.

As a pilot, staff proposes beginning with three (3) series: Accountant, Code Conformance Officer and Management Analyst. As previously stated, the City has experienced difficulty hiring at the journey level for Accountants and Management Analysts. In 2007 and 2008, to allow for internal growth opportunities, the Code Conformance Officer series was created first through the creation of Senior Code Conformance Officer, an advanced journey/lead classification in May, 2007; then through the creation of Code Conformance Officer I, an entry level classification and the retitling of Code Conformance Officer to Code Conformance Officer II, the journey-level in May, 2008. However, there is currently no prescribed career advancement plan for the series. Following is an example of how the program would work:

- A position is properly classified as a Management Analyst II (the journey-level in the Management Analyst series)
- The hiring department can request to fill the position with a candidate from any of the following lists:
 - Management Analyst Trainee
 - Management Analyst I
 - Management Analyst II
- If the position was filled at the Management Trainee level, after one year of experience and demonstrated proficiency at the Trainee level, the incumbent would be eligible to advance to the level of Management Analyst I.
- After one year of experience at the level of Management Analyst I and demonstrated proficiency at that level, the incumbent would be eligible to advance to the level of Management Analyst II.
- Because Management Analyst II is the journey-level, the incumbent's non-competitive career advancement would end there. Advancement to a properly classified Management Analyst III position would occur through a traditional competitive process.

Recommendations

Based on the above, staff recommends the following:

A. Creation of two new classifications:

1. Accountant Trainee
2. Management Analyst Trainee

B. The revision of the existing class specifications for:

1. Management Analyst I
2. Management Analyst II
3. Management Analyst III

C. The revision of Civil Service Rules I, II and III to allow for the creation of a Career Advancement program.

STACEY STEVENSON

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving an amendment to the salary schedule for the Municipal Employees' Association employee group to include salary bands for the Junior Engineer – Civil at \$4,429.84 - \$5,384.47, monthly (ra

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving an amendment to the salary schedule for the Municipal Employees' Association employee group to include salary bands for the Junior Engineer – Civil at \$4,429.84 - \$5,384.47, monthly (range 126).

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY: 

EXPLANATION:

The City of National City classification system includes several job series including the civil engineering series. The series is composed of, in order, Junior Engineer – Civil, Assistant Engineer – Civil and Principal Civil Engineer. Several years ago (the actual date could not be determined), the Junior – Engineer Civil classification was deactivated and removed from the City Council approved salary schedule. With this action, staff seeks to reinstate said classification to the salary schedule.

The above request is made in an effort to assist the Engineering/Public Works Department in meeting its operational objective of maximizing its ability to recruit, promote and retain talented individuals to assist in managing the City's Capital Improvement Program. Junior Engineer – Civil is an entry level classification that will provide an opportunity for the City's qualified paraprofessional engineering staff (Engineering Technicians) and recent college graduates to enter into and grow within the professional engineering series.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no direct fiscal impact associated with this item. Any use of this classification would be from funds allocated to the Engineering/Public Works Department's City Council approved Personnel budget.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution adding Junior Engineer – Civil to the MEA salary schedule, range 126.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City granting an Access Easement to J&B Investment Properties LLC across a City owned lot at the northerly end of West 30th Street, west of Harding Avenue. (APN 562-220-41). (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City granting an Access Easement to J&B Investment Properties LLC across a City owned lot at the northerly end of West 30th Street, west of Harding Avenue (APN 562-220-41).

PREPARED BY: Charles Nissley

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4396

APPROVED BY:



EXPLANATION:

On July 5, 2011 the City Council approved Resolution 2011-149 authorizing an order of vacation of a portion of West 30th Street, east of Interstate 5 and the railroad right-of-way. This street vacation inadvertently severed street access and land locked a separate lot previously accessed from West 30th Street.

The current owner of the lot, J & B Investment Properties LLC (Owner), is in negotiations with a third party to lease the lot for commercial purposes. The lease is being stalled by the lack of access to the property.

The Owner is requesting that an access easement be granted to them across the City owned property (APN 562-220-41) in order to provide access to their property that was lost when that portion of West 30th Street was vacated.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends granting an access easement to J&B Investment Properties LLC across a City owned lot at the northerly end of West 30th Street, west of Harding Avenue (APN 562-220-41).

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution
Grant Deed
Exhibits A & B

RECORDING REQUESTED BY
City of National City
1243 National City Blvd.
National City, Ca. 91950

**WHEN RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENT TO:**

SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCESS EASEMENT

APN 562 220 41 00

The undersigned grantor(s) declare(s):

Document transfer tax is \$ NONE

City of National City, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE CITY OF NATIONAL CITY

hereby **GRANT(S)** to J & B INVESTMENT PROPERTIES LLC,

an access easement for ingress and egress and to construct and maintain a driveway across a City owned lot located at the northerly end of W. 30th Street west of Harding Avenue, APN 562 220 41 00, as described in Exhibit A and shown in Exhibit B.

Signature of Grantor(s)

Dated _____

Ron Morrison, Mayor

EXHIBIT A

LEGAL DESCRIPTION (ACCESS EASEMENT)

A STRIP OF LAND, 20.00 FEET IN WIDTH, LYING WITHIN LOTS 33 AND 34 OF BAHIA VISTA, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1815, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 19, 1924, TOGETHER WITH A PORTION OF 29TH STREET ADJACENT THERETO AS VACATED AND CLOSED TO PUBLIC USE, THE CENTERLINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 32 OF SAID BAHIA VISTA; THENCE ALONG THE WESTERLY LINE OF SAID MAP NO. 1815 SOUTH 17°43'34" EAST (SOUTH 18°35' EAST), 106.67 FEET TO A POINT ON THE ARC OF A 382.24 FOOT RADIUS CURVE, CONCAVE NORTHERLY IN THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF THE 20 FOOT EASEMENT FOR RAILWAY PURPOSES AS DESCRIBED IN DEED TO SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY RECORDED MAY 14, 1965 AS DOCUMENT NO. 87439 OF OFFICIAL RECORDS; THENCE CONTINUING ALONG THE WESTERLY LINE SOUTH 17°43'34" EAST (SOUTH 18°35' EAST), 211.75 FEET; THENCE NORTH 72°16'26" EAST, 81.99 FEET TO THE TRUE POINT OF BEGINNING, BEING A POINT ON THE ARC OF A TANGENT 35.00 FOOT RADIUS CURVE, CONCAVE EASTERLY A RADIAL LINE FROM SAID POINT BEARS NORTH 72°16'26" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°44'10", A DISTANCE OF 18.16 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF 30TH STREET. THE SIDELINE OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN A LINE THAT BEARS NORTH 72°16'26" EAST THROUGH THE TRUE POINT OF BEGINNING AND TO TERMINATE SOUTHERLY IN THE SIDELINE OF 30TH STREET.

THIS LEGAL DESCRIPTION WAS PREPARED
BY ME OR UNDER MY DIRECTION.

Lawrence H. Moore 12/23/2015

LAWRENCE H. MOORE, PLS 5486



[illegible]

APN 559-200-38

APN 559-200-34

RD & AR RR 1513

29TH STREET
RD

(VACATED)
APN 559

1573

T.P.O.3.

3

APN 562-220-41

BAHIA VISTA

MAP NO.



3041
STREET
55°F(R)

N41°23'25"E(R)
ROS 11605

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS
PLAT IS THE EASTERLY RIGHT OF
WAY OF THE SAN DIEGO & ARIZONA
EASTERN RAILROAD PER RECORD OF
SURVEY MAP NO. 15781

I.D.	DELTA	RADIUS	LENGTH
C1	29°44'10"	35.00'	18.13'
C2	45°31'04"	56.00'	46.08'
C3	04°05'51"	58.00'	4.15'



SCALE IN FEET

SCALE: 1"=20'

 INDICATES PROPOSED
ACCESS EASEMENT

THIS PLAT WAS PREPARED BY
ME OR UNDER MY DIRECTION.

12/23/2015
LAURENCE H. MOORE, PLS 5486

ALBERT ENGINEERING, INC.

428 BROADWAY, CHULA VISTA, CA 91910
TEL (619) 420-7090 FAX (619) 420-9139

**PROPOSED ACCESS EASEMENT
TO 30TH STREET.
OVER APN 562-220-41**

SHEET 1 OF 1

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with West Coast Arborists, Inc. to increase the not-to-exceed amount of the Agreement by \$35,000, for a total not-to-exceed amo

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with West Coast Arborists, Inc. to increase the not-to-exceed amount of the Agreement by \$35,000, for a total not-to-exceed amount of \$85,000, to provide additional tree trimming and pruning services for the City of National City.

PREPARED BY: Ray Roberson

DEPARTMENT: Engineering & Public Works

PHONE: 336-4583

APPROVED BY:

EXPLANATION:

As part of the FY 2016 budget approval process, City Council approved \$100,000 for Contract Services in the Parks Maintenance Fund. On November 16, 2015, the City of National City entered into an Agreement with West Coast Arborists, Inc. (WCA) to provide tree trimming and pruning services. The contract has a not to exceed amount of \$50,000. While the remaining contract balance is nearly exhausted, \$35,000 in FY 2016 appropriations is available to increase the existing contract limit to allow WCA to continue providing valuable tree trimming and pruning services. The additional funds would allow WCA to continue working through the end of FY 2016.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds available in account #105-416-227-299-0000 (Parks Maintenance Fund – Contract Services)

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Execute a First Amendment to the Amendment with West Coast Arborists, Inc. to increase the not-to-exceed amount of the Agreement by \$35,000 to provide additional tree trimming and pruning services.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. First Amendment to Agreement
2. Resolution

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
WEST COAST ARBORISTS, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 5th day of April, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and WEST COAST ARBORISTS, INC., a corporation (the "CONTRACTOR").

RECITALS

WHEREAS, The CITY and the CONTRACTOR entered into an Agreement on November 16, 2015 ("the Agreement"), wherein the CONTRACTOR agreed to provide City-wide tree trimming and pruning services through June 30, 2017, for a not to exceed amount of \$50,000; and

WHEREAS, the parties desire to amend the Agreement to increase the not-to-exceed amount by \$35,000, for a total not to exceed amount of \$85,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that the Agreement entered into on November 16, 2015, shall be amended to increase the not-to-exceed amount by \$35,000, for a total not to exceed amount of \$85,000.

The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated November 16, 2015, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

WEST COAST ARBORISTS, INC.

By: _____
Ron Morrison, Mayor

By: _____
Patrick Mahoney, President

By: _____
Richard Mahoney, Assistant Secretary

APPROVED AS TO FORM:

Claudia G. Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing an amendment to the 2014 Regional Transportation Improvement Program (RTIP) for National City to allocate \$8,000 of local TransNet (Prop A) funding for the Traffic Signal Install/Upgr

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing an amendment to the 2014 Regional Transportation Improvement Program (RTIP) for National City to allocate \$8,000 of local *TransNet* (Prop A) funding for the Traffic Signal Install/Upgrades Project to satisfy National City's "fair share" contribution towards the annual cost of Regional Arterial Management System (RAMS) operations support services for FY 2015 (Funded by Prop A)

PREPARED BY: Stephen Manganiello, City Engineer

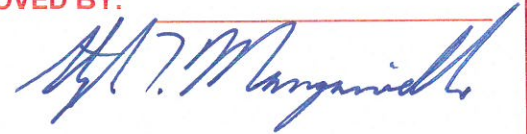
DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Funds available in account # 307-409-500-598-6558

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. CTAC Meeting Agenda Item No. 5 – RAMS Update (May 7, 2015)
3. Resolution

Explanation

On November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (04-01) extension. The TransNet Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (TransNet) funds.

On June 3, 2014, per Resolution No. 2014-68, City Council adopted the 2014 Regional Transportation Improvement Program (RTIP) for National City projects for fiscal years 2015 through 2019.

SANDAG, in cooperation and conjunction with the local agencies deployed the RAMS project at the end of fiscal year 2012. The project delivered 15 local agency RAMS servers, and one Regional server with which all local agency systems communicate. The RAMS system provides the region and the local agencies the following benefits:

1. The ability to coordinate on signal plan development both actively and passively. By sharing timing plans across local jurisdictional boundaries, traffic engineers are able to complete proposed plans more quickly and efficiently, and reach agreement on modification more readily through access to better information.
2. A common time source across more than 3,000 traffic signals region-wide, allowing for timing precision necessary to coordinate signals across jurisdictional boundaries.
3. A common platform from which current and future efforts can build, such as the Integrated Corridor Management System (ICM) which is currently in operation in the Interstate 15 corridor.

Prior to the project transitioning from implementation to ongoing operations, SANDAG staff worked with the San Diego Regional Traffic Engineers' Council (SANTEC) and the Cities/County Transportation Advisory Committee (CTAC) on developing the best approach to support this newly established, and common platform for all the traffic engineers within San Diego County. The components included ongoing RAMS operations, methods for addressing software and hardware maintenance, and funding and monitoring of inter-agency system communication.

Therefore, SANTEC and CTAC recommended that a Regional Fund Pool be established to effectively and efficiently address the three operational elements:

1. Software Maintenance
2. Hardware Maintenance
3. Communication Infrastructure

RAMS operations support costs for FY 2015 are \$236,000. National City's "fair share" contribution (which is based on percentage of local traffic signals compared to the total number of signals in the RAMS regional network), is \$8,000 (National City maintains 73 traffic signals).

Therefore, staff is requesting City Council authorization to amend the 2014 RTIP for National City to allocate \$8,000 of local TransNet (Prop A) funding for the Traffic Signal Install/Upgrades Project to satisfy National City's "fair share" contribution towards the annual cost of Regional Arterial Management System (RAMS) operations support services for FY 2015.

San Diego Association of Governments
CITIES/COUNTY TRANSPORTATION ADVISORY COMMITTEE

May 7, 2015

AGENDA ITEM NO.: **5**

Action Requested: RECOMMEND

REGIONAL ARTERIAL MANAGEMENT SYSTEM UPDATE

File Number 3311000

Introduction

The following report provides an update on current regional maintenance and support efforts for the Regional Arterial Management System (RAMS). At the December 2011 meeting, the San Diego Regional Traffic Engineers Council (SANTEC) members recommended a regional pooled-fund model for on-going RAMS operations for the Cities/County Transportation Advisory Council (CTAC) approval. At the April 2012 meeting, CTAC members approved a one-year trial period for RAMS operations based on the regional model recommended by staff and SANTEC members. The annual costs for the first year of RAMS operations were shared among the 14 participating local agencies, Caltrans, and SANDAG, based on the number of traffic signals within each jurisdiction. Operational costs of supporting and maintaining RAMS cover (1) QuicNet4+ software support by McCain, Inc., (2) warranties on the server and network hardware, and (3) telecommunications support.

This staff report will update members on year three of RAMS operations of the current regional model for on-going RAMS support and maintenance for consideration by the CTAC.

Discussion

Staff has worked with CTAC and SANTEC on the development of various components of on-going RAMS operations, consisting primarily of the monitoring of RAMS performance, the regional pooling of agency funds, and on-going interagency coordination via a RAMS Users Group.

Regional Fund Pool

The annual cost for regional RAMS operations in FY 2015 was \$236,000 for the 16 participating agencies. Based on the April 2012 CTAC recommendation, staff worked with local agencies on the transfer of funds into the regional pool established for on-going SANDAG operations. Staff provided local agencies with three options for transferring local funds to SANDAG:

1. Reprogram Local *TransNet* Funds via Regional Transportation Improvement (RTIP) Amendment – Five agencies opted to reprogram existing transportation funds from other projects to cover the RAMS cost share. These agencies provided updated project information as part of the 2012 RTIP update cycle.
2. Direct Payment – Two agencies opted to fund their respective RAMS cost share with other local funds and pay SANDAG directly. Direct payment by local agencies requires entering into an interagency funding agreement with SANDAG.

The agency cost shares and fund transfer options for FY 2014 RAMS Operations are shown on Attachment 1. Regional RAMS operations efforts were included in the approved FY 2015 SANDAG Budget and Overall Work Program (OWP) under ITS Operations (OWP No. 3311000).

RAMS Operations Overview and Update

Through March 31, McCain, Inc. has completed three of four site visits and have logged 62 hours of support engineering support as well as 140+ hours for project management. Staff acknowledges that the project has tracked along through FY 2015 without any major outages or support issues.

Staff has determined FY 2016 maintenance agreement provisions will not see a cost increase in the software support agreement, network communications or hardware warranty support.

Transparency and Hardware Replacement

FY 2016 will focus on the software deployment and upgrade to McCain, Inc. QuicNet4+ replacement; Transparency. Staff is pleased to announce to the committee that this upgrade has been agreed upon in principal to be a no cost migration and will be covered under the continuation of the maintenance agreement. The management of the budget the last two years has allocated funds for a hardware upgrade to coincide with the deployment of Transparency® which upon committee approval, is estimated to begin in quarter 2 of FY 2015.

Staff has also conducted the high level analysis of the benefits of the continued cost sharing model for the San Diego region. Agencies participating in the shared model receive significant savings and benefits versus a standalone agreement with McCain, Inc. Industry rough order of magnitude for initial deployment of software per intersection reflects costs of greater than \$1000.00 per intersection as well as general software licensing of \$10,000.00 per agency.

Staff estimates that the implementation of Transparency® will take place over a 9 to 12 month timeline during FY 2016. The schedule would include active working groups throughout the deployment of the new hardware and software. Staff has developed the following FY 2016 timeline estimation:

Quarter One - Active working groups - To familiarize users with the new features and aspects of Transparency®, ongoing focus groups and demonstration meetings will be scheduled. This initial set of meetings will transition from recurring to informal as requested by the participating agencies and led by the McCain, Inc. team for further training and education of users.

Quarter Two - Hardware procurement and application integration - During the second quarter of FY 2016 the procurement, application installation, and database migrations will commence at each agency location. This will not interfere with ongoing QuicNet4+ production or operations.

Quarter Three - Active testing of Transparency® - Quarter three will see the beginnings of the transition of production and operations from QuicNet4+ to Transparency®. Staff foresees both systems running side by side for comparison and continued familiarization of the Transparency® application.

Quarter Four - Decommissioning of QuicNet4 - The final step for the schedule will be to have final acceptance of the Transparency® and in turn decommission each agency's QuicNet4+ hardware.

Next Steps

This report provided an overview of year three of RAMS operations and is being presented to CTAC to continue support of the current regional funding model. On April 16, Staff presented the report to SANTEC members for discussion and staff attained support from SANTEC members to have CTAC recommend continuation of the regional fund pool to continue hardware and software maintenance of the RAMS system. Upon CTAC recommendation to continue RAMS operations, staff will reconfirm agency costs and continue the existing regional support agreement with the vendor and begin plans for the deployment of Transparency® and the new hardware.

Attachment: 1. Regional Arterial Management System Operations - Regional Support Model
Cost Sharing Breakdown

Key Staff Contacts: Stan Glowacki, (619) 699-1913, stan.glowacki@sandag.org
James Dreisbach-Towle, (619) 699-1914, james.towle@sandag.org

**Regional Arterial Management System Operations
Regional Support Model Cost Sharing Breakdown**

Agency	Signal Count	Signal %	Total Annual Costs	Cost Share %
Caltrans District 11	470	13%	\$24,400	10%
City of Carlsbad	161	5%	\$11,700	5%
City of Chula Vista	253	7%	\$15,500	7%
City of El Cajon	113	3%	\$9,700	4%
City of Encinitas	58	2%	\$7,400	3%
City of Escondido	152	4%	\$11,300	5%
City of La Mesa	57	2%	\$7,400	3%
City of National City	73	2%	\$8,000	3%
City of Oceanside	149	4%	\$11,200	5%
City of Poway	55	2%	\$7,300	3%
City of San Diego	1,520	43%	\$67,600	29%
City of San Marcos	141	4%	\$10,800	5%
City of Santee	57	2%	\$7,400	3%
City of Vista	93	3%	\$8,800	4%
County of San Diego	182	5%	\$12,500	5%
SANDAG	0	0%	\$15,000	6%
Grand Total	3,534	100%	\$236,000	100%

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing an amendment to the 2014 Regional Transportation Improvement Program (RTIP) for National City to increase programming of local TransNet (Prop A) funding for the Street Resurfacing (NC

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing an amendment to the 2014 Regional Transportation Improvement Program (RTIP) for National City to increase programming of local *TransNet* (Prop A) funding for the Street Resurfacing (NC03) and Highland Avenue Community Corridor (NC13) projects for FY 2015.

PREPARED BY: Stephen Manganiello, City Engineer

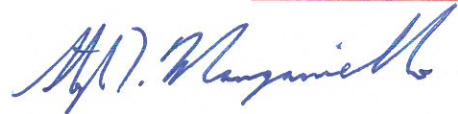
DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Funds programmed in the following accounts:

307-409-500-598-6035 (Prop A – Street Resurfacing)

307-409-500-598-6570 (Prop A – Highland Avenue Community Corridor)

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution

Explanation

On November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (04-01) extension. The TransNet Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (TransNet) funds.

On June 3, 2014, per Resolution No. 2014-68, City Council adopted the 2014 Regional Transportation Improvement Program (RTIP) for National City projects for fiscal years 2015 through 2019.

As a result of TransNet audits completed for fiscal years 2014 and 2015, the City Finance Department was required to perform inter-project fund transfers to zero-out a negative balance for the Street Resurfacing (NC03) project. An additional inter-project fund transfer was required to expend older TransNet funds, originally programmed for the Plaza Boulevard Widening (NC01) project, by transferring and expending the funds through construction of the Highland Avenue Community Corridors (NC13) project. The following table summarizes the inter-project fund transfers.

From	To	Amount
Plaza Blvd Widening (NC01)	Highland Ave Community Corridor (NC13)	\$167,000
Plaza Blvd Widening (NC01)	Street Resurfacing (NC03)	\$1,059,372
Traffic Signal Install/Upgrades (NC04)	Street Resurfacing (NC03)	\$600,000
4 th St Community Corridor (NC14)	Street Resurfacing (NC03)	\$242,951
Citywide Safe Routes to School (NC15)	Street Resurfacing (NC03)	\$500,000

Despite the inter-project fund transfers, Prop A fund balance, grants and other funding is available to continue work on the remaining RTIP projects, with the exception of the 4th St Community Corridor (NC14) project, which was completed under budget.

Since project programming was increased for NC03 and NC13, SANDAG Board Policy No. 003 and the TransNet Extension Ordinance require City Council authorization of an amendment to the 2014 RTIP.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing an agreement with Circulate San Diego in the not to exceed amount of \$300,000 to provide Active Transportation Planning Services to support National City's Safe Routes to School Progra

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Circulate San Diego in the not-to-exceed amount of \$300,000 to provide Active Transportation Planning services to support National City's Safe Routes to School Program and other community outreach efforts that promote alternative modes of transportation such as walking and biking.

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

EXPLANATION:

See attached.

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO.

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

ENVIRONMENTAL REVIEW:

N/A

APPROVED: 

Finance

APPROVED: _____

MIS

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt resolution executing an Agreement with Circulate San Diego.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

On August 11, 2015, the Department of Engineering & Public Works publicly advertised a Request for Qualifications (RFQ) for specialized support services for National City's SRTS Program. Three Statements of Qualifications (SOQ) were received by the September 3, 2015 deadline. Based on review of the SOQs and subsequent interviews, staff has determined that Circulate San Diego is qualified by experience and ability to perform the desired services.

Circulate San Diego is a regional non-profit organization formed through the merger of Move San Diego and WalkSanDiego, San Diego County's leading organizations dedicated to advancing mobility and making the region a better place to live, work, learn, and play. Their work focuses on creating great mobility choices, more walkable and bikeable neighborhoods, and land uses that promote sustainable growth.

An integral component of a successful SRTS Program is active transportation. Circulate San Diego and their team of subconsultants, which includes the San Diego County Bicycle Coalition (bicycle planning, education and outreach), KTU+A (urban planning and landscape architecture) and JLC Consultant Services (community engagement and public relations), have extensive experience in this area. A detailed scope of work, which includes conducting walk audits, providing resources for walk to school events and bike rodeos, and grant writing support, is included as Exhibit "A" to the attached Agreement.

Therefore, staff recommends executing an Agreement with Circulate San Diego in the not-to-exceed amount of \$300,000 to provide Active Transportation Planning services to support National City's Safe Routes to School Program and other community outreach efforts that promote alternative modes of transportation such as walking and biking.

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CIRCULATE SAN DIEGO**

THIS AGREEMENT is entered into on this 5th day of April, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and CIRCULATE SAN DIEGO, a regional non-profit organization (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide active transportation planning in support of National City's Safe Routes to School (SRTS) Program and other community outreach efforts that promote walking and biking as alternative modes of transportation.

WHEREAS, on August 11, 2015, the CITY Department of Engineering & Public Works publicly advertised a Request for Qualifications (RFQ) for specialized support services for National City's SRTS Program.

WHEREAS, the CONSULTANT submitted a Statement of Qualifications (SOQ) for National City's SRTS Program by the September 3, 2015 deadline.

WHEREAS, based on review of the CONSULTANT'S SOQ and subsequent interview, the CITY has determined that the CONSULTANT is a regional non-profit organization and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on April 5, 2016. The duration of this Agreement is for the period of April 5, 2016 through April 4, 2019. With mutual agreement of the parties, this Agreement may be extended for an additional three-year period, through April 4, 2022.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, active transportation planning in

support of National City's Safe Routes to School (SRTS) Program and other community outreach efforts that promote walking and biking as alternative modes of transportation.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 15% from the base amount.

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, Director of Public Works / City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Jim Stone, Executive Director, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$300,000 (the Base amount) without prior written authorization from the Project Coordinator. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the Project Coordinator.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees,

except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color,

ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A

VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello
Director of Public Works / City Engineer
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4301

To CONSULTANT:
Jim Stone
Executive Director
Circulate San Diego
1111 6th Avenue, Suite 402
San Diego, CA 92101

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

<signatures on next page>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

CIRCULATE SAN DIEGO

By: _____
Ron Morrison, Mayor

By: _____
Jim Stone, Executive Director

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

EXHIBIT "A"



City of National City Active Transportation Planning Scope of Work Proposal

January 29, 2016

Circulate San Diego is pleased to propose the following suite of services as outlined in the scope of work below. Our goal is to support the City of National City in its efforts to enhance pedestrian and bicycle safety, promote physical activity, build capacity to support community safety programs, and provide a data-driven approach to enhancing active transportation along key corridors.

Circulate San Diego will serve as the lead organization on these tasks. However, we have assembled a team of sub-consultants that will be utilized from time to time for specific elements of the work. These sub-consultants include the San Diego County Bicycle Coalition (SDCBC for bicycle-specific elements of any task order), the planning and landscape architecture firm KTU+A (to provide graphic design, outreach, and data collection support), and JLC Consultant Services (for community engagement and public relations). Subcontractor costs will not be subject to any mark-up by Circulate San Diego.

Task Description	Proposed Activities	Deliverables
<u>Data Collection and Analysis:</u> We will provide technical assistance and logistical support for data collection and analysis, including volunteer training.	<ul style="list-style-type: none">• Ped/Bike Counts• Training of Volunteers, Coordination of Counts• Collision Review, Analysis, and Reporting• Existing Plan Review• Walk+Bike Audits/Assessment workshops	<ul style="list-style-type: none">• Detailed data on ped/ bike utilization for targeted locations; involvement of local residents; greater understanding of underlying patterns/causes of collisions; recommendations based existing plans and conditions
<u>Community Corridors Planning:</u> We will perform outreach for neighborhood residents to share information and gather input for enhancing active transportation safety.	<ul style="list-style-type: none">• Presentations at Neighborhood Council, meetings, school site meetings, and other community forums• Gather input from residents regarding ped & bike routes to school and other destinations.• Suggested routes map development	<ul style="list-style-type: none">• Community engagement opportunities to learn about and provide input for ped & bike safety improvements• Suggested Routes to School (and other possible locations such as parks) maps

City of National City

Active Transportation Planning Scope of Work Proposal

Task Description	Proposed Activities	Deliverables
<p><u>Traffic Safety Framework :</u></p> <p>We will provide technical and logistical support to review the City's traffic collision history and patterns with a goal of reducing car, bike, and ped crashes.</p>	<ul style="list-style-type: none"> • Collision Review, Analysis, and Reporting • Preparation of a traffic safety strategy 	<ul style="list-style-type: none"> • Report on reducing traffic collisions
<p><u>Community Encouragement Activities:</u></p> <p>We will plan and coordinate events and activities that promote walking, biking, safety, and civic engagement.</p>	<ul style="list-style-type: none"> • Walk to Work Day • Supporting SRTS events as necessary • New events (community bike rides, Open Street events, etc.) • Community Design Charettes (wayfinding, sidewalk stencils, etc.) 	<ul style="list-style-type: none"> • A variety of events that support and promote Safe Routes to School, biking, walking, and participation in civic dialog to enhance National City's public spaces
<p><u>Community Capacity Building:</u></p> <p>We will help acquire support for National City's ongoing ped and bike safety efforts with donated incentive items and small grants.</p>	<ul style="list-style-type: none"> • Securing donations • Meet with funders 	<ul style="list-style-type: none"> • Incentive items for program participants • Small grants for physical activity programs
<p><u>General Planning, Design and Capital Projects Support:</u></p> <p>We will work with City staff to advise, plan, develop, and promote planning documents to support the eventual development of capital projects that support active transportation.</p>	<ul style="list-style-type: none"> • Paradise Creek Vision Plan or similar • Urban Trail Best Practices Review and Presentations 	<ul style="list-style-type: none"> • Existing conditions reports, alternatives development, phasing and implementation technical memos, and project-specific community outreach efforts as needed
<p><u>Grant-Writing Support:</u></p>	<ul style="list-style-type: none"> • Data gathering • Community meetings and support-building • Application Preparation 	<ul style="list-style-type: none"> • Grant applications to private foundations, SANDAG, and Caltrans

City of National City
Active Transportation Planning Scope of Work Proposal

Task Description	Proposed Activities	Deliverables
<u>Project Administration and Coordination:</u>	<ul style="list-style-type: none"> • Meetings with Rady Children's Hospital Team, City Staff, etc • Invoices, Progress Reports 	<ul style="list-style-type: none"> • Overall coordination with the City and its partners

Rate Schedule

The following rates for personnel shall apply to the work performed under this proposal.

Position/Title	Billing Rate
Executive Director	\$150/hr
Policy Counsel	\$150/hr
Director of Programs	\$135/hr
Director of Advocacy	\$135/hr
Program/Policy Coordinator	\$110/hr
Office Administrator	\$55/hr
Program/Policy Intern	\$25/hr

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing an agreement with A Reason to Survive (ARTS) in the not to exceed amount of \$300,000 to provide art projects, community outreach, and education in support of National City's Capital I

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with A Reason to Survive, Inc. (ARTS) in the not-to-exceed amount of \$300,000 to provide art projects, community outreach, and education in support of National City's Capital Improvement Program.

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED:  Finance

APPROVED: _____ MIS

Funds are appropriated in various CIP accounts for FY 2016. Agreement will be funded primarily through existing and future capital grants, and/or local grant matching funds.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt resolution executing an Agreement with A Reason to Survive, Inc. (ARTS).

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

On June 16, 2015, the City and A Reason to Survive, Inc. (ARTS) entered into a five-year Lease Agreement, effective July 1, 2015, wherein ARTS agreed to operate the City's Arts Center located at 200 E. 12th Street to enrich the lives of National City residents by providing arts, culture and educational resources.

Consistent with the terms of the Lease Agreement, ARTS has been a catalyst in delivering arts, culture and education programs and projects in National City, and has created a movement behind the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity.

Based on review of their performance and qualifications providing art projects, community outreach and education for residents of National City, staff has determined that ARTS is qualified by experience and ability to perform the services desired by the City and recommends executing an Agreement with ARTS in the not-to-exceed amount of \$300,000. A detailed scope of services is included as Exhibit "A" to the attached Agreement.

Funds are appropriated in various CIP accounts for FY 2016. The Agreement will be funded primarily through existing and future capital grants, and/or local grant matching funds. The projects, outreach and education provided by ARTS under this Agreement will be separate and distinct from those efforts required of ARTS under the Lease Agreement.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
A REASON TO SURVIVE, INC. (ARTS)**

THIS AGREEMENT is entered into on this 5th day of April, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and A REASON TO SURVIVE, INC. (ARTS), a non-profit corporation (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide art projects, community outreach and education in support of National City's Capital Improvement Program.

WHEREAS, on June 16, 2015, the CITY and the CONSULTANT entered into a five-year Lease Agreement, effective July 1, 2015, wherein the CONSULTANT agreed to operate the CITY'S Arts Center located at 200 E. 12th Street to enrich the lives of National City residents by providing arts, culture and educational resources.

WHEREAS, consistent with the terms of the Lease Agreement, the CONSULTANT has been a catalyst in delivering arts, culture and education programs and projects in National City, and has created a movement behind the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity.

WHEREAS, based on review of the CONSULTANT'S performance and qualifications providing art projects, community outreach and education for residents of National City, the CITY has determined that the CONSULTANT is a non-profit corporation and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on April 5, 2016. The duration of this Agreement is for the period of April 5, 2016 through April 4, 2019. With mutual agreement of the parties, this Agreement may be extended for an additional three-year period, through April 4, 2022.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, providing art projects, community outreach and education in support of National City's Capital Improvement Program.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 15% from the base amount.

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, Director of Public Works / City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Ashleigh Starke, Director of Programs, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$300,000 (the Base amount) without prior written authorization from the Project Coordinator. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the Project Coordinator.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees,

except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color,

ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A

VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello
Director of Public Works / City Engineer
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4301

To CONSULTANT:
Matt D'Arrigo
CEO / Founder
A Reason to Survive, Inc.
200 E. 12th Street
National City, CA 91950

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

<signatures on next page>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

A REASON TO SURVIVE, INC. (ARTS)

By: _____
Ron Morrison, Mayor

By: _____
Matt D'Arrigo, CEO / Founder

By: _____
Dan Buryj, Director of Operations

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

EXHIBIT "A" **SCOPE OF WORK**

A Reason to Survive (ARTS) will coordinate with City staff to provide art projects, community outreach and education in support of National City's Capital Improvement Program. ARTS will competitively select local artists and provide community engagement to recruit volunteers and at risk youth to participate in designing and implementing arts and educational elements for City Capital improvement Projects.

BACKGROUND

A Reason To Survive (ARTS) is dedicated to providing, supporting and advocating for arts programs that Heal, Inspire and Empower youth facing adversity. Since 2001, ARTS has created positive change in 50,000+ youth struggling with adversity through a sequential program model of therapeutic arts programs, arts education, & real-world work experience. The Heal, Inspire, & Empower pipeline correlates with Maslow's Hierarchy of Needs & supports a healthy life trajectory that helps youth succeed emotionally, socially, academically & vocationally.-

- **HEAL:** Therapeutic arts for youth coping with immediate crisis.
- **INSPIRE:** Formal arts education targets youth moving through crisis to strengthen creative & essential life skills.
- **EMPOWER:** Intensive, arts-based college & job readiness experiences, paying jobs, exhibition opportunities, & mentorship.

Since Moving to National City in 2012, ARTS has grown to offer the following multi-disciplinary services for youth facing adversities:

- ARTS Center with three core programs: HEAL, INSPIRE, EMPOWER
- ARTS Enterprise (micro-enterprise)
- Creating Vibrant Neighborhoods Initiative

PARTNERSHIP WITH NATIONAL CITY

ARTS has become a leader working with city governments to maximize impact of services. ARTS operates in the old National City Public Library repurposed into a community-based ARTS Center and receives subsidized rent from the City of National City in the amount of \$50,000 per year, in return for free arts programming for youth. ARTS is currently negotiating a percent for arts program, whereby 2 percent of public funds would be allocated to ARTS for creative place-making efforts to transform National City.

CREATING VIBRANT NEIGHBORHOODS INITIATIVES

ARTS realizes that its mission of improving the lives of youth is tied closely to improving the quality of life in communities where youth live. Along with a vibrant ARTS Center that offers multi-disciplinary programs in therapeutic arts, arts education, creative careers and micro-enterprises, ARTS recently embarked on a new initiative called Creating Vibrant Neighborhoods (CVNI) that blends art, youth development and community engagement.

The 3-year, \$1.4 million initiative, seeks to improve quality of life, health, safety and economy in National City, and the South Bay region. The result will be 30 projects, training 60 artists in the Pomegranate

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Center methodology, employing 100+ teens, & engaging over 2,000 K-12 students and community members. Projects may include 3D works of art, multimedia displays, performances, and functional community art/gathering places that transform underutilized/blighted areas. Key collaborators include the Pomegranate Center (facilitating community engagement), University of San Diego (project evaluation), and the San Diego Foundation (financial support). ARTS also hired a full-time Community Arts Manager to lead all Creating Vibrant Neighborhoods Initiative projects.

The Initiative is striving to achieve the following outcomes:

- New paid apprenticeships for youth learning real-world skills
- New jobs and visibility for local artists
- New avenues for community members to create and experience a strengthened sense of place and identity
- Reduced crime/increased safety, and increased feelings of belonging, civic pride and an improved quality of life
- New tools to showcase National City as a cultural destination that is improving livability and strengthening its economy

METHODOLOGY

ARTS has been trained by The Pomegranate Center, a nationally recognized leader in community building through public art, with a goal to make neighborhoods more livable, sustainable, and socially engaged. The methodology engages residents in meaningful ways to imagine, plan and create community art, which is designed to build social capital and local identity.

To date, ARTS has hosted three Pomegranate Center trainings in National City, training over 60 local artists and community leaders in the methodology. The experiential learning training series and project-build is designed to empower leaders to use art as a vehicle for community building. Each day is a mix of lecture, practice, discussion, case studies and hands-on application that covers the following thematic content:

- Community Building: Philosophy and Principles
- Community Project Planning
- Facilitation
- Turning Ideas Into Action
- Principles of Leadership

To qualify to become a paid lead artist for a CVNI project, artists must participate in a Pomegranate Center training, which are hosted each spring and fall at the ARTS Center.

HISTORY OF COMMUNITY ART PROJECTS

Utilizing the Pomegranate Center methodology, and a participatory art-making model that involves a professional artists-to-youth mentorship and intergenerational community participation, ARTS has successfully created 3 Gathering Places (Butterfly Park, Manzanita Park and ARTS Park & Lot) and over 10

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additional public art projects, including "A" Avenue Storm Water Educational Art Wall, Veterans Memorial Benches, and custom Bike Racks.

COMMUNITY ENGAGEMENT

Central to the CVNI philosophy is community engagement. ARTS strives to engage local youth and communities members in every facet of the project, from design to installation, as it is appropriate.

Steering Group

ARTS has assembled a 13 person steering group to help identify project locations, prioritize projects, act as connectors, and assist with securing resources. The group is comprised of City of National City (NC), NC Chamber of Commerce, NC Planning Commission & Public Art Committee, NC Neighborhood Council Representatives, NC Police Dept., NC Community Development & Engr. Depts., County of San Diego, Supervisor Greg Cox, Local Business (Navy Contractor), Olivewood Gardens (Nonprofit), Southwestern College, Sweetwater School District, San Diego Association of Governments (SANDAG) and ARTS. The group convenes monthly at the ARTS Center.

Volunteer Participants

ARTS engages community residents in various stages through a project, inviting them to share their ideas and visions through the following avenues:

- Project Steering Group
- Community Design Workshop
- Design Charrette
- Community Open House
- Early Success Art-making Workshops
- Build/ Celebration

Depending upon the scale of the project, ARTS may engage approximately 50-150 youth and adults, per project, from National City and surrounding communities. ARTS offers Service Learning credit hours for eligible youth.

Youth Apprenticeships

As part of ARTS Creative Life & Career Program, known as EMPOWER, ARTS offers paid and service learning apprenticeships for high school youth through a professional artist-to-youth mentorship model. The apprenticeships combine youth leadership, workforce development, artistic training, & civic engagement to benefit at-risk students & their communities. Through over 40 CVNI apprenticeships annually, youth learn 21st century & workforce skills in the areas of welding, woodworking, 3D art & design, mosaic, landscape architecture, & digital media/documentation. Apprentices will work with artists approximately 8-10 hours per week through the duration of a project.

Partnerships

ARTS is dedicated to leveraging collaborations with local organizations to maximize impact. ARTS identifies and engages the users of each project site (non-profits, churches, schools, businesses,

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community organizations, community facilities, etc.). Whenever possible, ARTS anchors each project in a local elementary, middle or high school, to increase engagement.

ARTIST SELECTION PROCESS

ARTS will conduct an artist search by means of a "call to artist" or RFQ for all eligible projects. The process will be open to all residents of San Diego County, with preference to residents of National City.

Artists will be required to completed an application form and submit a statement of interest, resume, and work sample. Applications will be reviewed by a team at ARTS and selected according to the following criteria:

- Experience as an arts educator or have experience working with youth
- Proven experience as a community organizer
- A professional, experienced artist
- Must have gone through or is currently going through an ARTS hosted Pomegranate Center Training

DOCUMENTATION & EVALUATION

ARTS is working with the University of San Diego's Caster Family Center for Nonprofit and Philanthropic Research, and the San Diego Foundation to build evaluation tools that track community impact. The first year will include the development of a logic model, evaluation plan, and qualitative and quantitative tools. Initial piloting of tools will also occur. Metric may include, but are not limited to assessing the economic, environmental and social impact on the greater National City community, such as a reduction in crime, homelessness, and food deserts; and increase in civic engagement, ownership, trust in local government, and social capital.

ARTS is also creating a documentation plan within our Media Arts Department to film, photograph and collect interviews of each project for learning, marketing and evaluation purposes. Paid student apprentices will also support documentation efforts.



CERTIFICATE OF LIABILITY INSURANCE

AREAS01

OP ID: S1

DATE (MM/DD/YYYY)

06/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson & Wood Insurance Services, Inc 5731 Palmer Way, Suite D Carlsbad, CA 92010 Ed Johnson	CONTACT NAME Ed Johnson	
	PHONE (A/C No. Ext.) 760-603-0131 FAX (A/C No.) 760-603-8135	
INSURED A Reason to Survive 200 E. 12th. St National City, CA 91950	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: State Compensation Ins. Fund	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PHPK1360244	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		PHPK1360244	07/01/2015	07/01/2016	Emp Ben. \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	9037947	12/20/2014	12/20/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of National City is named as additional insured/landlord as respects to premises located at 200 East 12th Street; National City, CA 91950

CERTIFICATE HOLDER**CANCELLATION**

CITNAT1 City of National City 1243 National City Blvd National City, CA 91950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting the amended Chapter 800, of the City Council Policy Manual, which includes amended Policies 801, 802, 803 and deleting Policies 804 & 805. (Community Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City adopting the amended Chapter 800, of the City Council Policy Manual, which includes amended Policies 801, 802, 803 and deleting Policies 804 & 805.

PREPARED BY: | Steve Manganiello, City Engineer 619-336-4382
PHONE: Armando Vergara, Director NSD 619-336-4213
EXPLANATION: Audrey Denham, Rec. Superintendent 619-336- 4243 |||

DEPARTMENT: Community Services

APPROVED BY: 

| See attached ||

FINANCIAL STATEMENT:

ACCOUNT NO. |

| N/A |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A|

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

| Adopt Resolution |

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

- 1) | Staff Report
- 2) Resolution
- 3) Council Policy 801, 802 & 803

|

Staff Report

Background

The 800 series policies were originally adopted by City Council in the 1990's. The purpose of the 800 policies is to define guidelines and regulations of Public Service Facilities. Below is a summary of the current 800 series policies:

- Policy 801 – Recreational Field and Sports Facility Rules and Regulations
- Policy 802 – Policy Governing the Use of the Mobile Stage and Equipment
- Policy 803 – Facility Use Guidelines and Regulations for the Use of the Martin Luther King, Jr. Community Center and Granger Music Hall
- Policy 804 – City Support for Special Events
- Policy 805 – Facility Use Guidelines and Regulations for the Use of Kimball Senior Center, Casa de Salud, and Recreation Centers.

Staff Recommendations

City Manager has directed staff to review and revise the 800 policies. After completion of the review process and recommendations, staff has consolidated some policies and is presenting the following proposed revisions. Specifically, Policy 802 combines and replaces Policies 802 and 804, and Policy 803 combines and replaces Policy 803 and 805.

Policy 801: Recreational Field and Sports Facility Rules and Regulations

- Addition of the definition for National City Resident Teams: National City non-profit community based leagues, whose charters state service of adult or youth sports activities, with 70% of participants having a National City residency. These teams are required to obtain a Field/Facility Use Permit and provide proof of participant residency.
- Addition of the definition for Organized Training: Anyone conducting a group exercise class or training sessions or collecting fees for those services. Organized training groups are required to obtain a Field/Facility Use Permit and pay applicable fees.
- Deletion of fees limiting the number of policy revisions needed when new fee schedules are adopted by City Council and addition of language referencing the City Fee Schedule adopted by the City Council.
- Addition of language prohibiting private functions, commercial use, fundraisers, for-profit events, or profit-making endeavors at the pool and gym only.
- Addition of Staff direction under weather conditions to provide updates on field availability by posting signs at fields, and providing updates on an information phone line and the City website.

Policy 802: City Support for Special Events and Use of the City Mobile Stage

- Events listed on the co-sponsored and sponsored list will be grandfathered in and will be approved annually by City Council at the beginning of every new calendar year. These events will not require a second council approval presentation in form of a Temporary Use Permit or Special Event application. Approved co-sponsored organizations (Attachment "A") and City departments (Attachment "B") will still be required to apply yearly for processing of application/fees and departmental review only.
- Established limit where non-sponsored events can only be waived up to a \$1000/day waiver if they meet parameters of the policy.
- Established limit where co-sponsored events will be waived up to a \$1200/day.
- Addition of two new events "Job Fair" (N.C. Chamber of Commerce) and "Spirit of the Holidays (N.C. College Campus Lions) under the Co-Sponsored Events, Attachment "A".
- Addition of "Community Service Day" and "National City Public Safety Fair" under City Sponsored Events, Attachment "B".

Policy 803: Facility Use Guidelines and Regulations for the Use of Community Centers

- The new policy regulating the use of community centers, consolidates Policy 803, which regulates the use of MLK Community Center and Granger Music Hall, and Policy 805, which regulates use of the recreation centers.
- Overall the policy was organized, formatted and reworded to provide more clarity on guidelines and regulations.
- The list of facilities available for reservation has been updated to include all community/recreation centers.
- The categories of use remain the same but the definitions have been expanded to provide clarity on what categories groups fall into.
- The approval process was changed to be approved by the City Manager or designee. This is consistent with Policy 801 in terms of applications being managed and approved at the staff level.
- Alcohol is prohibited at all of the community centers due the nature of activities being conducted at the centers.

Note: The listed fees from council policies 801 & 803 were removed in the new proposed policies and are to be reflective of the existing 2009-2010 Fee Schedule. A current Fee Study RFP development committee is being established with a projected RFP release date of FY 16/17.

Additional changes to Policy 801 as directed by City Council from the March 1, 2016 Council Meeting are as follows:

- Section H7 of Page 6 and Section J5 of Page 7 were changed from “gate receipt” fees to “ticket sales” for clarification.
- Section H7 of Page 6, the definition of Pro or Semi-Pro Teams was updated to state they are considered a National City Resident Team and receive the resident rate of 60% of participants have a National City residency and the team has a National City identity with National City included in the team name.
- Section H8 on Page 6 was an oversight and should state “non-profit adult leagues opposed to “for-profit adult leagues”.

Action: Staff recommends adoption of Resolution.

CITY COUNCIL POLICY

Policy Number 801

TITLE: Recreational Field and Sports Facility Rules and Regulations

ADOPTED: August 10, 1993

AMENDED OR REVISED: April 5, 2016

I. GENERAL POLICY

A. DEFINITIONS

For purposes of this document, the following definitions will be used:

Facility: Any City of National City recreational building, sports field, court, skate park or associated parklands.

Organized Team Event: Any sport teams with five (5) or more players participating in a sport with a coach present meeting more than twice at the same time and/or same place, working on individual team skills. All organized teams are required to obtain a Field/Facility Use Permit and pay applicable fees.

National City Resident Team: National City non-profit community based leagues, whose charters state service of adult or youth sports activities, with 70% of participants having a National City residency. These teams are required to obtain a Field/Facility Use Permit and provide proof of participant residency.

Club or Travel Team: Any single team that belongs in a league whose home office is not based in National City or travels to multiple cities during its season to play games. These teams are required to obtain a Field/Facility Use Permit and pay applicable fees.

Organized Training: Anyone conducting a group exercise class or training sessions or collecting fees for those services. All organized training groups are required to obtain a Field/Facility Use Permit and pay applicable fees.

Pick up Game, Exercise or Casual Use: Any sporting activity occurring on a one time or occasional unscheduled basis that is open to any participant at the park. Non-league or non-club teams using the fields or facilities in this capacity are not required to obtain a Field/Facility Use Permit.

B. INTENT

These Rules and Regulations are intended to promote the general health and welfare of the residents of the City of National City, by providing a fair manner of allocating team sports usage of City recreation facilities and sports fields based on the following rules:

1. Facilities, fields and services should be available to all people without discrimination.
2. The recreational program should include a wide variety of activities for all age groups and interests.
3. Fees may be charged for use of facilities and specialized programs.
4. Maintenance and renovation must be scheduled and implemented to maintain the community's high standards of aesthetics and sustain the playability of the City's facilities.
5. National City has a zero tolerance policy with regards to smoking, alcohol and violence. All participants and users of facilities should be able to enjoy sports and programs free of any violence. Thus teams and organizations must have a zero tolerance policy with regards to smoking, alcohol and violence. Weapons of any type and promotion of gang culture are prohibited.

C. NON-EXCLUSIVE USE

If the City allows other organizations, to share use of the facility on a one-time, occasional or permanent basis, the organization shall agree to such shared use. In return, the City shall adjust the organization's fees accordingly.

II. GENERAL RULES

A. FIELD/FACILITY USE PERMIT

A Field/Facility Use Permit must be obtained from the Public Works Department.

1. For purposes of this policy, seasons are established as follows:
 - a. Fall Sports (September – November): Football, Cross Country, Water Polo, Tennis, Volleyball;
 - b. Winter Sports (December–March): Soccer, Basketball, Water Polo;
 - c. Spring Sports (March – May): Volleyball, Baseball, Softball, Swimming, Tennis, Track & Field;
 - d. Summer Sports (June – August): Open.
 - e. Note: "In Season" calendar is based on California Interscholastic Federation (CIF) competition. Outdoor tennis and basketball courts are excluded from the sports season schedule. Any use other than the intended use of these courts is prohibited.
2. Field/Facility Use Permits will be issued for specific dates based on actual needs.
3. Priority will be given to those users whose sport has been classified as "In Season". With exception of the Summer Sports Season, priority will be given based on the organization that has the largest participant enrollment in the following order:
 - a. National City Resident Youth Teams
 - b. National City Resident Adult Teams
 - c. Non-Resident Youth Teams
 - d. Non-Resident Adult Teams

- e. Note: If teams are tied with the same amount of enrollment, the team with the higher percentage of National City residents will get priority. If teams do not have any National City residents on a team roster, priority will be based on the team with the largest participants enrolled.
- 4. A group with a Field/Facility Use Permit has priority over groups without one.
- 5. Use of facilities will not be granted to groups for the purpose of profit making without prior City Council approval.
- 6. The organization shall mandate that all coaching staff and volunteers adhere to "Positive Coaching Alliance" standards or the Code of Conduct from their own professional organization, or similar programs and standards. National City encourages each organization to perform background checks on all coaching staff volunteers.
- 7. The City will be guided by, but not limited to, the following factors when considering Field/Facility Use Applications for approval:
 - a. Organization's history of compliance with City of National City codes, policies, rules, and regulations;
 - b. Organization's prior experience with the City of National City;
 - c. Organization's prior experience with other government or public agencies, sports leagues, clubs, travel teams and/or school districts;
 - d. Organization's prior history of acting in a responsible, safe and respectful manner while utilizing City facilities;
 - e. Organization's prior history of sportsmanship in its interactions with its team, other teams, City staff, and the community at large; and
 - f. Any other factor that the City deems applicable in order to provide the best services to the community as a whole.

B. APPLICATION PROCESS

- 1. Each organization is required to submit the following prior to being granted a Field/Facility Use Permit:
 - a. Field/Facility Use Application for each field/facility requested
 - b. Payment of applicable fees
 - c. Current roster and enrollment data
 - d. Current organization bylaws
 - e. Game schedule showing home and away games
 - f. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status
 - g. Adoption of the City of National City's zero-tolerance policy
 - h. Proof of insurance
- 2. The deadline to submit a Field/Facility Use Application, will be the months of June through July for fall/winter use, and December through January for spring/summer use. Any organizations missing these deadlines may have access to remaining fields and facilities on an "as available" basis only.
- 3. Fees and deposits are to be paid at the time of approval unless special arrangements have been granted by the Public Works Director or designee.

4. Current rosters are due by the completion of the season's second week of league game play. The City reserves the right to amend the fees if residency information contained in the roster does not match original application. Applications submitted without a roster will be issued a temporary Field/Facility Use Permit which will be valid through the second week of play. Upon receipt of the final roster, a permanent Field/Facility Use Permit will be considered.
5. The Public Works Director or designee may hold field/facility allocation meetings as needed and will include one representative from each participating organization, City staff and a representative of the Parks and Recreation Advisory Board. This group will meet to review City policies and procedures, Field/Facility Use Application requests, allocate fields and facilities equitably, and encourage optimum cooperation between all user groups. If there is ample field space, a field allocation meeting may not be needed, and space will be given based on the priority list in Section II-H.
6. Any organization that has fields or facilities of their own must first fully utilize those resources before requesting City fields and facilities.

C. STANDARDS FOR ISSUANCE

The Public Works Director or designee may issue a Field/Facility Use Permit when it finds:

1. That the proposed activity or use of facility/field will not pose a hazard to public health, welfare, safety, or interfere with City recreation activities or programs.
2. That the proposed activity or use is not unlawful.
3. That the applicant will not disperse alcoholic beverages in, or on the facility/field.
4. That the applicant has adopted the City of National City's policy of zero-tolerance for violence, drugs, smoking and alcohol, which includes prohibiting weapons of any type and gang promotion. Articles of clothing that advertise, depict, or glorify alcohol, tobacco, drugs, obscenities, violence, illegal activities, gangs, or prison life shall be prohibited.
5. That the facilities desired have not been previously reserved.

D. REVOCATION

The Public Works Director or designee shall have the authority to revoke a Field/Facility Use Permit upon finding a violation of any provision hereof, or upon good cause shown.

E. SECURITY FOR TEAM ACTIVITIES WITH MINORS

Team activities for minors must be supervised by responsible adults on a minimum ratio of one (1) adult for every thirty (30) minors. The City may require the sponsoring group to also provide security personnel to be in attendance. The proposed activity will not entail unusual, extraordinary or burdensome expense to the City or involve excessive police operations.

F. ADVERTISING

1. Except for specific team/league signs, no advertising signs shall appear on City property without prior approval of the Public Works Director or designee and compliance with appropriate City ordinances.
2. No soliciting, circulating of petitions, or use of sound trucks or platforms is permitted without written approval of the Public Works Director or designee and compliance with the appropriate City ordinances.

G. HOUSE RULES

1. Each organization that applies for a Field/Facility Use Permit will be given a copy of Policy Number 801, Recreational Field and Sports Facility Rules and Regulations.
2. Games and practices can begin no earlier than 12:00 noon on weekdays (Monday through Friday) and 8:00 a.m. on weekends (Saturday and Sunday) unless prior approval has been given by the Public Works Director or designee.
3. Games and practices must end no later than 10:00 p.m., unless prior written approval from the Public Works Director or designee.
4. Weekend use, on a regular basis, may be subject to limited hours at the discretion of the Public Works Director or designee.
5. No games and/or practices may be scheduled for the following dates: Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, and the 4th of July, without prior approval from the Public Works Director or designee.
6. If keys have been issued, organizations must ensure that doors, windows, and gates have been locked and the field/facility is secured. The person who signed the Field/Facility Use Application is responsible for any keys issued and must ensure that they are kept safe and secure.
7. Organizations requesting lighted fields/facilities are required to submit schedules with their Field/Facility Use Applications outlining their usage time for lights at each requested facility, and inform the City of any changes. The City reserves the right to bill user groups for hourly energy costs.
8. Organizations are required to notify the City at least 24 hours in advance of scheduled changes, and/or when field/facility lights are not required. The City reserves the right to bill organizations for hourly energy costs incurred when lights are left on and the fields are not being used, when reserved or scheduled.
9. Use of metal cleats is prohibited without prior approval from the Public Works Director or designee.
10. At the conclusion of games, practices, and activities, organizations must leave the park, field, and/or facility clean and clear of debris. Failure to do so may result in a clean-up fee, forfeiture of deposit and/or a refusal of future application requests.

11. Due to maximum occupancy limits and parking availability, maximum group sizes may be instituted, or a request may be denied when applying for a facility permit.

H. PRIORITY

To ensure community recreation fields and facilities are used in the best interest of National City residents at large, the fields and facilities will be administered in accordance with the priority system.

1. **CITY PROGRAMS.** National City Programs shall have priority over any other programs or usage.
2. **CITY CO-SPONSORED PROGRAMS.** National City co-sponsored programs shall be given second priority.
3. **RESIDENT NON-PROFIT 501(C)(3), NATIONAL CITY YOUTH LEAGUES.** National City non-profit community-based leagues, whose charters state service of youth and youth sports activities, with 70% of participants having a National City residency and whose ages are eighteen (18) or younger at the beginning of the season.
4. **RESIDENT NON-PROFIT 501(C)(3), NATIONAL CITY ADULT LEAGUES.** National City non-profit community-based leagues, whose charters state service of adult sports activities, with 70% of participants having a National City residency and whose ages are eighteen (18) or older.
5. **NON-RESIDENT NON-PROFIT YOUTH LEAGUES.** Non-profit organizations whose charters state service of youth and youth sports activities with less than 70% of participants having a National City residency whose ages are eighteen (18) or younger at the beginning of the season.
6. **NON-RESIDENT YOUTH LEAGUES WITHOUT NON-PROFIT STATUS.** For-profit organizations with less than 70% of participants having a National City residency whose ages are eighteen (18) years or younger.
7. **PRO or SEMI-PRO TEAMS.** Team must have an office located within the City of National City. Team must be affiliated with a verifiable pro or semi-pro organization. Team rosters must be comprised of persons eighteen (18) years of age or older. For-profit teams must provide the City of National City with 40% of the gross profit for ticket sales, and documentation showing total ticket sales revenues for verification.
 - a. Pro or Semi-Pro Teams are considered a National City Resident Team and receive the resident rate if 60% of participants have a National City residency and the team has a National City identity with National City included in the team name.
8. **NON-RESIDENT NON-PROFIT ADULT LEAGUES.** Non-profit leagues, whose charters state service of adult sports activities, whose ages are eighteen (18) or older.
9. **OCCASIONAL USE AND RECREATIONAL PLAY.** Resident Non-Profit National City Youth Leagues will be given priority for occasional use. Those persons who require the use of a playing field for recreational play such as a company sponsored competition, or youth leagues without non-profit status,

shall pay applicable fees at the non-resident rate in the current adopted City Fee Schedule.

10. **TOURNAMENTS.** Tournaments shall be defined as non-regular league play or off-season competitions with the primary purpose of fundraising or profit earning. Generally, tournament play is completed in three or less days including Resident Youth Leagues, Non-Resident Youth Leagues, Adult Non-Profit Leagues and Adult-for-Profit Leagues.
11. **ADULT LEAGUES WITH FOR-PROFIT STATUS.** Leagues whose rosters are comprised of persons eighteen (18) years of age or older, and do not have non-profit status. For-profit teams must provide the City of National City with 40% of the gross profit, and documentation showing total revenues for verification.

I. RESIDENT ROSTER AND NON-PROFIT STATUS FOR YOUTH AND ADULT LEAGUES

1. Each organization must present enrollment data from their current season indicating names, addresses, phone numbers, and birth dates of all participants. The number of participants within each organization's enrollment must be confirmed by the City prior to issuance of a Field/Facility Use Permit. Failure to provide an official or complete roster with the application may result in:
 - a. Being issued a temporary Field/Facility Use Permit valid through the end of the second game only; or
 - b. The league being placed in a non-resident fee status; applicable fees will be charged.
2. Each organization must present proof of current non-profit status to receive non-profit status priority.

J. FEES AND CHARGES

1. Organizations will be charged applicable fees for use of fields and/or facilities as established in the City Fee Schedule adopted by the City Council.
2. User Fees are required for organized team events, leagues, and practices that require exclusive use of outdoor tennis & basketball courts, indoor basketball courts, and baseball, softball, soccer and football fields.
3. City sponsored events, and Resident Teams will not be subject to a user fee. Resident Teams are defined as having a minimum of 70% National City residents on their roster.
4. A clean-up fee may be imposed, based on actual cost, when a field is left with an unusual amount of debris.
5. Ticket Sales Fee: Any team that charges spectators admission or collects fees, will be assessed fees equivalent to 40% of their documented gross ticket sales revenue. These fees must be paid to the City within two weeks after each event.

K. DAMAGE, CLEANLINESS, AND SUPERVISION

1. All field and sports facilities, including parking areas, restrooms, score shacks and snack shacks, shall be left clean and clear of debris and in orderly condition. If the field and sports field is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.
2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.
3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
4. Failure to comply may result in denial of future use of facilities.

L. MINIMUM FIELD USAGE

Fields cannot be reserved for less than two hours; fees are charged hourly.

M. PAYMENT OF FEES

Fees and deposits are to be paid at the time of approval unless special arrangements have been granted by the Public Works Director or Designee. Rain outs need to be made up during the season; the season cannot be extended. If the game cannot be made up, a refund will be given for the day missed.

N. MODIFICATION OF SPORTS FIELDS

All requests for permission to modify park grounds must be approved in writing by the City of National City. All installations become the property of the City. All requests must include a "Letter of Intent", accompanied by construction drawings and specifications. No modifications shall be made without prior approval.

O. INDEMNIFICATION

The applicant must complete a release, hold harmless and indemnity agreement which releases the City, its elected officials, employees, representatives, and/or agents from any and all claims asserted, suits or liability established for damages or injuries, including death, to any person or property, including injuries to applicant, caused by or alleged to be caused by any act or omission by the City, its elected officials, employees, representatives, and/or agents which arise out of or are in any matter directly or indirectly connected with the use or condition of the premises.

P. INSURANCE

1. All groups are required to have insurance to protect the City from liability occasioned by their use of City premises. Specifically, all insurance required by this policy shall be written by California admitted companies which are rated at least "A,VIII" by the current A.M. Best Rating Guide or by a company of equal financial stability which shall be approved by the City's Risk Manager.
2. Commercial General Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence must be provided. The City of National City must be named as an additional insured pursuant to a separate

endorsement which will be provided to the City along with the Certificate of insurance prior to use of City fields/facilities. In addition, all deductibles and/or self-insured retentions must be disclosed to and approved by the City's Risk Manager.

3. Insurance coverage may be obtained through the City under terms, conditions, and rates applicable at the time, depending on the nature and duration of the proposed use. Organizations desiring to purchase such insurance through the City must contact the City's Risk Manager.

III. RULES GOVERNING USE OF SPORTS FACILITIES (Pool, Indoor Gym, Basketball Courts and Volleyball Courts)

A. APPLICATION AND PRIORITY

Organizations desiring to use a facility must apply at least ten (10) working days prior to use. Recreation sponsored classes and activities have priority and will not be changed to accommodate an organization unless authorized in writing by the Public Works Director and/or Community Services Division designee.

B. PRIVATE FUNCTIONS PROHIBITED

Sport facilities, such as the gym and pool, may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events, any profit-making endeavors, or any activity not consistent with the general business purpose of the building.

C. CANCELLATIONS

The Public Works Director and/or Community Services Division designee must be notified of cancellations at least 24 hours in advance. Failure to do so may result in denial of privileges in the use of facilities, or full/partial forfeiture of fees/deposits. Reservations of facilities may be subject to change or cancellation at any time by the Public Works Director and/or Community Services Division designee upon reasonable notice being given.

D. FOOD AND BEVERAGES

Food and/or beverages will be allowed only when authorized by Public Works Director and/or Community Services Division designee.

E. APPROVED SHOES

Basketball and volleyball players must wear white soled shoes.

IV. RULES GOVERNING USE OF COURT AREAS (Outdoor Tennis, Volleyball and Basketball Courts)

A. PRIORITY

City sponsored classes and tournaments shall have priority on all courts.

B. TYPES OF ACTIVITIES

Tennis courts are for tennis only or for such activities as may be scheduled by the Community Services Division designee. Bikes, skateboards, roller skates and roller blades are not allowed on any courts.

C. EQUIPMENT

Tennis players must provide their own equipment.

V. RULES GOVERNING USE OF ATHLETIC FIELDS

A. CANCELLATION

The Public Works Director or designee must be notified of cancellations at least 24 hours in advance. Failure to do so may result in denial of privileges in the use of facilities, or full/partial forfeiture of fees/deposits. Reservations of fields may be subject to change or cancellation at any time by the Public Works Director or designee upon reasonable notice being given.

B. EQUIPMENT

Each user group must provide its own bases, chalk and field preparation equipment.

C. VEHICLES

No vehicles are allowed on sports fields/surfaces or other park grounds, except when authorized by the City. Violators are subject to citation.

D. PEST CONTROL

No pesticides, herbicides, insecticides, fungicides, etc. may be applied without prior written consent of the City. This consent must be accompanied by a Pest Control Advisors Report. All work must be performed by a Licensed Pest Control Applicator.

E. WEATHER CONDITIONS

If the Public Works Director or designee determines fields cannot be used due to rain or wet conditions, he/she shall direct staff to post signs and update an information phone line and City website, notifying field users of the closure.

F. SCORE SHACK/SNACK BAR

Use of score shacks and snack bars by the permit holder is allowed; per the City fee schedule, all applicable fees will be applied. The organizations items must be removed within ten (10) business days of the end of the season or tournament. The facility must be left in a clean and orderly condition at all times. The City shall not be held responsible for the loss or theft of any item or equipment from Score Shacks and Snack Bars.

VI. RULES GOVERNING USE OF SKATE PARKS

a. PRIORITY

City sponsored classes and events shall have priority.

b. SAFETY

Helmets and proper protective gear must be worn at all times when using the facility. All users use the facility at their own risk.

VII. RULES GOVERNING THE MULTI-USE FIELD AT EL TOYON PARK

A. APPLICATION AND USAGE

Field is available for soccer or football by Field/Facility Use Permit only, to ensure that all users are aware of the rules. Permitted users may be limited to a specific number of hours on the field, in order to stay within the maximum usage allowed by the manufacturer's warranty. If teams participate in rotating league games, this field may only be used for "home" games.

B. EQUIPMENT

Teams are required to provide their own soccer goals and nets. Goals and nets must be removed at the end of the game and may not be stored on City property.

C. PROHIBITED ITEMS

Due to the fact that this is an artificial surface, the City and all permitted users must adhere to the following requirements in order to maintain the manufacturer's warranty:

1. No pets
2. No paints, chalks or permanent markings
3. No tape to mark the surface
4. Only non-metal, 1/2" molded 'grass' cleats are allowed
5. No bikes, skateboards, roller blades, roller skates or other wheeled sports
6. No shot put, javelin, or similar activities that may damage the turf
7. No food, drinks, sunflower seeds or gum
8. No glass bottles or containers
9. No vehicles on the field except as approved by the City
10. No cigarettes, cigars or other smoking materials
11. No fireworks or open flames
12. No driving stakes to anchor tents, canopies, etc.

D. FOOD AND BEVERAGES

Users who operate their own snack bars, must limit the type of food and beverages that are sold to ensure prohibited items listed in section C do not get onto the field.

CITY COUNCIL POLICY

Policy Number 802

TITLE: City Support for Special Events & Use of the City Mobile Stage

ADOPTED: October 3, 2006

AMENDED OR REVISED: April 5, 2016

BACKGROUND:

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specially budgeted and is provided through reductions in the level of service for budgeted programs.

DEFINITIONS:

1. "SPECIAL EVENT" as defined in Municipal Code Section 15.60.005 means any organized activity conducted for a common or collective purpose, use or benefit which involves the utilization of, or has an impact upon, public property or facilities and the need for providing municipal and public safety services in response to the event.

Examples of Special Events include, but are not limited to:

- a. Parades
- b. Public concerts and other community cultural events
- c. Demonstrations
- d. Circuses
- e. Fairs and festivals
- f. Community or neighborhood block parties and street dances
- g. Mass participation sports (marathons, bicycles races and tours)
- h. Film making activities
- i. Public speaker events

2. "CITY SUPPORT" means any City services required to maintain minimal interference and inconvenience to the general public resulting from a Special Event.

City Support includes, but is not limited to:

- a. Special Event permit processing
- b. Police services

- c. Sanitation and cleanup
- d. Maintaining access for emergency vehicles and provision of medical care
- e. Street closures
- f. Use of City Stage, PA equipment and/or Information Trailer

City Support does not include internal security, crowd control and other services considered the responsibility of the Special Event Sponsor.

3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.

4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.

5. "EVENT ORGANIZER" means any person, group, or corporation assuming responsibility for planning, promoting, and carrying out a Special Event.

6. "CITY MANAGER" means the City Manager or designee.

7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department, deadlines are noted annually. The current City co-sponsorship events list (Attachment A) are considered grandfathered and will not need to apply annually for approval.

8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

1. It is the policy of the City Council that to the extent that economic conditions and the City's resources allow, the City Manager may provide City support for a special event conducted by a non-profit organization. City support would be limited to a waiver of permit processing fees and the event must benefit National City residents. Examples include an event where there is

insufficient time for Council approval, such as in the event of a catastrophe or an emergency situation. The City Manager shall notify the City Council of any such support on a monthly basis.

2. It is the policy of the City Council that to the extent that economic conditions and the City's resources allow, the City manager upon City Council notification, may provide reasonable City support of up to \$1,200 per event day to non-profit special events that benefit National City residents, are held wholly within City limits, and which are listed in Attachment A and are considered to be City co-sponsored annual events.

3. It is the policy of the City Council that any new non-profit applicant (not on Attachment A) requesting co-sponsorship must apply to be considered for the City co-sponsored event list which will be reviewed annually by the 802 policy committee. The 802 policy committee will recommend changes to the co-sponsored event list only when required on an annual basis (per Section 7 of Definitions- page 2). As a City co-sponsored event, organizations shall prominently place the City's logo in all advertising materials promoting the event and provide space for the City to set up an information booth, per the City Council's discretion.

4. It is the policy of the City Council that any new Special Event or TUP applicant not currently on the approved co-sponsored list and requesting fee waivers, may only be considered to have fees waived up to the minimum level of \$1000 per event day. Attachments "A" and "B" are the current list of approved co-sponsored and sponsored events respectively. Any new events considering co-sponsorship must apply through the annual process.

5. It is the policy of the City Council that to the extent economic conditions and the City's resource allow, National City will sponsor and provide community-wide annual events which are listed in Attachment B. Event fees that are incurred by City departments will be charged against an account designed for that purpose. The City Manager shall notify the City Council of upcoming events on a quarterly basis.

6. It is the policy of the City Council that the City Manager shall charge City costs for any special event of a commercial nature; also, the City Manager shall require organizers of commercial special events to pay the City a negotiated percentage of gross revenues of a flat fee. Such revenues will be deposited into the City's General Fund.

Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's Finance Department (Revenue & Recovery). Failure to provide proof of donation will result in loss of deposit and may jeopardize future use of City facilities.

7. The use of El Toyon Park for special events is prohibited.

8. Use of mobile stage- The mobile stage shall be used only on City parklands, and/or other public property within the limits of National City. Regular use that is approved annually includes starred events on Attachments "A" and "B". Any events outside this purview and requesting

use of the City stage must apply through the special event process. The USER of the stage shall be responsible for any damage to the unit resulting from carelessness or misuse.

RELATED POLICY REFERENCES:

City Council Policy # 704 – Limitation on City Approved Special Events within the City

City Council Policy # 801 – Field and Facility Rules and Regulations

ATTACHMENT 'A'

NATIONAL CITY CO-SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Chamber Installation Dinner	N.C. Chamber of Commerce	Feb
Granger Jr. High Cultural Fair*	Granger Jr. High	Spring
Job Fair	N.C. Chamber of Commerce	Spring
July 4 th Carnival*	National City Host Lions Club	July
Taste of National City	N.C. Chamber of Commerce	May
Auto Heritage Days*	N.C. Chamber of Commerce	August
Relay for Life*	American Cancer Society	August
Salute to Navy	N.C. Chamber of Commerce	October
Sweetwater High Homecoming	Sweetwater High School	Fall
Community Concert Band Series (up to 4 concerts annually/per year)	N.C. Community Concert Band	Quarterly
Spirit of the Holidays	N.C. College Campus Lions	December
Christmas in July Clean-Ups	Christmas in July	Various

**Indicates use of City Mobile Stage*

Note: Co-sponsored events that reoccur on the same date, or weekend, each year will maintain "first rights" to their date if the special event permit application is received within five months of the recurring event date. After the five-month application deadline, other interested parties will be able to apply. Events scheduled on recurring weekends (such as the 1st, 2nd, 3rd, 4th, or 5th weekend of a month) will be defined by the first date of the event is open to the public.

ATTACHMENT 'B'
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Movies in the Park	Community Services	Summer
Miss National City Pageant*	Community Services	July
National Night Out	Police, Community Services, FFA	August
9/11 Remembrance Ceremony	Fire	September
State of the City	Mayor's Office	Fall
Tower of Terror*	Fire, Community Services	October
Veteran's Day	Community Services	November
Christmas on Brick Row	Community Services	December
Community Service Day	Community Services	April
National City Public Safety Fair	Police, Fire	April

**Indicates use of City Mobile Stage*

CITY COUNCIL POLICY

Policy Number 803

TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers

ADOPTED: August 10, 1993

AMENDED OR REVISED: April 5, 2016

PURPOSE:

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling.

GENERAL POLICY:

National City Community Centers may be available for public meeting purposes, civic purposes, and non-profit organizations whose memberships substantially includes National City residents or whose purpose is to provide services to National City residents. Use of any City facilities shall not interfere with the daily routine of any City activity or operation.

City facilities may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events or any profit-making endeavors or any activity not consistent with the general business purpose of the building.

These guidelines and regulations are established to properly define the conditions under which the facilities may be used and preserved for future users and may be changed or modified as necessary by the City Council.

Facilities Available for Reservation

1. Martin Luther King Jr. Community Center, 140 East 12th Street
Facility includes a large hall that can be separated into two sections and a kitchen
2. Kimball Senior Center, 1221 D Avenue
Facility includes a hall and kitchen
3. Casa De Salud Center, 1408 Harding Avenue
Facility includes a hall and half kitchen
4. El Toyon Recreation Center, 2005 East 4th Street

Includes a hall and two small classrooms

5. Camacho Recreation Center, 1810 East 22nd Street
Facility includes 2 classrooms
6. National City Aquatic Center, 3300 Goesno Place
Facility include classroom
7. Granger Music Hall, 1615 East 4th Street
Facility includes hall designed for concerts

Categories of Use by Priority

To ensure Community Centers are used in the best interest of National City residents, Community Centers will be administered in accordance with a priority system:

1. CITY PROGRAMS. National City programs, events and meetings shall have priority over any other program or usage.
2. CITY CO-SPONSORED PROGRAMS. National City co-sponsored programs shall be given second priority. Policy 802 governs the annual list of City Co-Sponsored events. Applications for co-sponsorship may be submitted to Neighborhood Services Department at any time. The Policy 802 Committee meets annually to review applications.
3. CITY STAFF PARTICPATION: Programs that include active participation and/or involvement by City staff to include, but not limited to, presentations, guest speaking and attendance. The City Manager or designee may approve the use to be categorized as City Staff Participation, as long as the program benefits City of National City employees and/or the community.
4. EDUCATIONAL GROUPS. Educational activities organized by any school located in National City.
5. GOVERNMENTAL AGENCIES. An administrative unit of government with specific responsibilities.
6. CIVIC/SERVICE GROUPS. An organization whose official goal is to improve National City neighborhoods through donations to local charities and volunteer work by its members.
7. RESIDENT NON-PROFIT NATIONAL CITY GROUPS. National City non-profit organizations, with 70% of active members having a National City residency and a majority of the officers having a National City residency.
8. OTHER. Proposed use not falling readily into one of the above categories of use will require approval from the City Manager or designee.

Prohibited Facility Use

City facilities are not available for the following purposes:

1. Private functions

2. Commercial purposes for personal financial gain
3. Fundraisers, for-profit events or any profit-making endeavors
4. Normally authorized groups sponsoring private usage
5. Any activity not consistent with the general business purpose of the building

Fees and Deposits Based on Category

Category	Resident Fees	Non-Resident Fees	Facility Use Fee \$50	Kitchen Deposit \$60	Key Deposit \$100	Cleaning Deposit \$100	Audio/Visual Deposit \$100
1. City Programs	None	None	None	None	None	None	None
2. City Co-Sponsored Programs	None	None	None	None	None	None	None
3. City Staff Participation	None	None	None	None	None	None	None
4. Educational Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
5. Governmental Agencies	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
6. Civic/Service Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
7. Resident Non-Profit National City Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
8. Other	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required

Resident and Non-Resident Fees

City Fees and Custodial Fees are set forth in the City Council approved Fee Schedule.

Facility Use Fee

A Facility Use Fee of \$50 is required for all resident and non-resident groups using a facility, excluding City Programs and City Co-Sponsored Programs.

Refundable Deposits

1. **KITCHEN DEPOSIT.** A non-waivable, refundable kitchen deposit of \$60 is required. Kitchen equipment including major appliances, cooking tools, eating utensils, and the overall kitchen area shall be left thoroughly clean and ready for use by the next group, without any further cleanup required. If the kitchen is not left clean, it will be cleaned by city staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.
2. **KEY DEPOSIT.** A non-waivable, refundable key deposit of \$100 is required. If the key is not returned within one (1) business day of the event, the group will forfeit their deposit.
3. **CLEANING DEPOSIT.** A non-waivable, refundable cleaning deposit of \$100 is required. The facility, grounds and parking areas will be left clean and clear of debris. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.

Payment of Fees and Refundable Deposits

Fees for use of City facilities are set forth in the Council approved Fee Schedule, and must be paid in full at least ten (10) days prior to the event. If payment is not received, the event will be considered cancelled, and the organization will be advised. The City Manager or designee may, for sufficient reason, make exceptions to this clause, but in any event, payment must be received before the event occurs.

Deposits must be made with a separate check. Deposits will be refunded following the return of the issued key, where no damage or loss has occurred and where no extra clean-up is required. In the event of damage, loss or extra clean-up, as determined by the Public Works Department, the deposit may be forfeited and additional charges may be incurred.

Applicant Eligibility

When an application is submitted on behalf of a business entity or organization, it shall be signed by a person with authority to bind the company or organization. Applications for rental of City facilities will not be accepted from anyone less than 21 years of age. Youth groups must have adult sponsors who guarantee observation of the guidelines and regulations. A minimum of one adult per 20 people under the age of 18 is required at the activity.

Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification on rental application documents will result in the immediate cancellation of

the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

Application Process

Reservations will be accepted on a first-come-first-served-basis. The Schedule will remain tentative until 30 days before an event. At any time prior to the 30 days before an event, a group of higher category may displace a group of lower category (although consideration will be given to previously scheduled events). At 30 days before an event, the schedule is locked in, and bumping will not be permitted, except for City Programs (category 1). The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements.

Each organization is required to submit the following prior to being granted a Facility Use Permit:

1. Facility Use Application for each facility requested
2. Signed indemnity and hold harmless
3. Proof of insurance
4. Current roster and enrollment data (if applicable)
5. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status (if applicable)
6. Payment of applicable fees

GENERAL RULES:

Facility Use Rules

1. The applicant is responsible to ensure that participants are respectful of the facilities and equipment.
2. At no time may the applicant extend the hours of the facility use.
3. The use of City facilities is a privilege and all requirements of the City staff will be met expeditiously.
4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
5. Failure to comply with any of the guidelines and regulations or a staff directive shall be grounds for denial of any future requests by the applicant.

Damage, Cleanliness and Supervision

1. All City facilities, including parking areas, grounds and restrooms, shall be left clean and clear of debris and in orderly condition. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.
2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.

3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
4. Failure to comply may result in denial of future use of facilities.

Keys

If approved by the Public Works Director and/or the Community Services Division designee an organization may receive a key in order to access the facility. Facility keys must be picked up from the Public Works Department one business day before the permitted event between 7:30 a.m. and 5:30 p.m. Keys should be returned to Public Works Department within one (1) business day of the event or the group will forfeit their deposit.

Facility Set Up

Organizations are required to submit a room diagram at the time the facility application is submitted. The City will be responsible for the set up and tear down of equipment. Any additional equipment that the group wants to use at a City facility must be included on the facility application and approved by the City Manager or designee.

Decorating

Use of glue guns, nails, thumbtacks, staples, masking or electrical tape inside the facility is not permitted. Only non-adhesive putty may be used on the walls. All decorations must be fire proof or fire-retardant materials. Organizations must bring their own extension cords. Decorating for an event is not permitted outside of the facility.

Indemnification

The applicant must complete a release, hold harmless and indemnity agreement which releases the City, its elected officials, employees, representatives, and/or agents from any and all claims asserted, suits or liability established for damages or injuries, including death, to any person or property, including injuries to applicant, caused by or alleged to be caused by any act or omission by the City, its elected officials, employees, representatives, and/or agents which arise out of or are in any matter directly or indirectly connected with the use or condition of the premises.

Insurance

All groups are required to have insurance to protect the City from liability occasioned by their use of City premises. Specifically, all insurance required by this policy shall be written by California admitted companies which are rated at least "A,VIII" by the current A.M. Best Rating Guide or by a company of equal financial stability which shall be approved by the City's Risk Manager.

Commercial General Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence must be provided. The City of National City must be named as an additional insured pursuant to a separate endorsement which will be provided to the City along with the Certificate of insurance prior to use of City

fields/facilities. In addition, all deductibles and/or self-insured retentions must be disclosed to and approved by the City's Risk Manager.

Insurance coverage may be obtained through the City under terms, conditions, and rates applicable at the time, depending on the nature and duration of the proposed use. Organizations desiring to purchase such insurance through the City must contact the City's Risk Manager.

Alcohol Regulations

The use of alcohol is prohibited in National City Community Centers.

Smoking

Smoking is prohibited in any part of a City facility. Per Government Code Sections 7596-7598, smoking is prohibited within 20 feet of the main entrances, exits and operable windows of any facility owned, leased and occupied by the State, County, or City.

Security

Applicants may be required to provide licensed, uniformed and contracted security guards for each event at the rate of one (1) security guard for each 200 attendees, as determined by the Public Works Director and/or the Community Services Division designee after consultation with the Police Department.

Financial Statement

All organizations must submit a financial report on how they plan to use the funds raised from the event and how the funds raised will benefit the National City community. Any financial report must be filed with the City within fifteen (15) days subsequent to the event by any organization charging admission or by any group using the facility for fund-raising purposes. A sign-in log of attendees, with addresses, may be required.

No donations, under any guise or circumstance, or for any purpose, shall be solicited at any City facility for causes not directly related to the activity in progress.

Non-Discrimination

The applicant hereby assures that all programs and activities implemented at City facilities and open to the general public will be conducted in a non-discriminatory manner, without regard to an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Report Vandalism

Although staff inspects our park sites and facilities on a regular basis, damage or vandalism may occur between visits. If you notice any broken equipment or furnishings,

unsafe conditions, or vandalism, please report it to the Public Works Department at (619) 336-4580 during regular business hours.

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended January 31, 2016. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Investment transactions for the month ended January 31, 2016.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY:



EXPLANATION:

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending January 31, 2016.

FINANCIAL STATEMENT:

ACCOUNT NO.

NA

APPROVED:



Finance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended January 31, 2016.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



City of National City Consolidated
Account #10218

Transaction Ledger
12/31/15 Thru 1/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/05/2016	60934N807	0.80	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	0.80	0.00	0.80	0.00
Purchase	01/12/2016	60934N807	1,837.50	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	1,837.50	0.00	1,837.50	0.00
Purchase	01/15/2016	60934N807	1,968.75	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	1,968.75	0.00	1,968.75	0.00
Purchase	01/15/2016	90LAIF\$00	27,608.32	Local Agency Investment Fund State Pool	1.000	0.42 %	27,608.32	0.00	27,608.32	0.00
Purchase	01/16/2016	60934N807	2,025.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	2,025.00	0.00	2,025.00	0.00
Purchase	01/20/2016	60934N807	2,531.25	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	2,531.25	0.00	2,531.25	0.00
Purchase	01/29/2016	60934N807	1,107.25	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	1,107.25	0.00	1,107.25	0.00
Purchase	01/29/2016	60934N807	515,000.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	515,000.00	0.00	515,000.00	0.00
Purchase	01/29/2016	912828RU6	535,000.00	US Treasury Note 0.875% Due 11/30/2016	100.215	0.62 %	536,151.21	767.42	536,918.63	0.00
Purchase	01/30/2016	60934N807	2,500.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	2,500.00	0.00	2,500.00	0.00
Purchase	01/31/2016	60934N807	6,207.50	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	6,207.50	0.00	6,207.50	0.00
	Subtotal		1,095,786.37				1,096,937.58	767.42	1,097,705.00	0.00
Security Contribution	01/31/2016	90LAIF\$00	7,500,000.00	Local Agency Investment Fund State Pool	1.000		7,500,000.00	0.00	7,500,000.00	0.00
Security Contribution	01/31/2016	90SDCP\$00	20,000.00	County of San Diego Pooled Investment Pool	1.000		20,000.00	0.00	20,000.00	0.00
	Subtotal		7,520,000.00				7,520,000.00	0.00	7,520,000.00	0.00
Short Sale	01/29/2016	60934N807	-536,918.63	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000		-536,918.63	0.00	-536,918.63	0.00
	Subtotal		-536,918.63				-536,918.63	0.00	-536,918.63	0.00
TOTAL ACQUISITIONS			8,078,867.74				8,080,018.95	767.42	8,080,786.37	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Closing Purchase	01/29/2016	60934N807	-536,918.63	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000		-536,918.63	0.00	-536,918.63	0.00
	Subtotal		-536,918.63				-536,918.63	0.00	-536,918.63	0.00
Sale	01/29/2016	60934N807	536,918.63	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	536,918.63	0.00	536,918.63	0.00
	Subtotal		536,918.63				536,918.63	0.00	536,918.63	0.00
Maturity	01/29/2016	3133ECFV1	515,000.00	FFCB Note 0.43% Due 1/29/2016	100.000		515,000.00	0.00	515,000.00	97.85
	Subtotal		515,000.00				515,000.00	0.00	515,000.00	97.85
Security Withdrawal	01/07/2016	60934N807	1,120.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000		1,120.00	0.00	1,120.00	0.00
	Subtotal		1,120.00				1,120.00	0.00	1,120.00	0.00
TOTAL DISPOSITIONS			516,120.00				516,120.00	0.00	516,120.00	97.85
OTHER TRANSACTIONS										
Interest	01/12/2016	3137EADN6	490,000.00	FHLMC Note 0.75% Due 1/12/2018	0.000		1,837.50	0.00	1,837.50	0.00
Interest	01/15/2016	912828XK1	450,000.00	US Treasury Note 0.875% Due 7/15/2018	0.000		1,968.75	0.00	1,968.75	0.00
Interest	01/16/2016	94974BFG0	270,000.00	Wells Fargo Corp Note 1.5% Due 1/16/2018	0.000		2,025.00	0.00	2,025.00	0.00
Interest	01/20/2016	3135G0E33	450,000.00	FNMA Note 1.125% Due 7/20/2018	0.000		2,531.25	0.00	2,531.25	0.00
Interest	01/29/2016	3133ECFV1	515,000.00	FFCB Note 0.43% Due 1/29/2016	0.000		1,107.25	0.00	1,107.25	0.00
Interest	01/30/2016	3135G0GY3	400,000.00	FNMA Note 1.25% Due 1/30/2017	0.000		2,500.00	0.00	2,500.00	0.00
Interest	01/31/2016	084670BD9	285,000.00	Berkshire Hathaway Note 1.9% Due 1/31/2017	0.000		2,707.50	0.00	2,707.50	0.00
Interest	01/31/2016	912828SD3	400,000.00	US Treasury Note 1.25% Due 1/31/2019	0.000		2,500.00	0.00	2,500.00	0.00



Transaction Ledger
12/31/15 Thru 1/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	01/31/2016	912828WX4	400,000.00	US Treasury Note 0.5% Due 7/31/2016	0.000		1,000.00	0.00	1,000.00	0.00
	Subtotal		3,660,000.00				18,177.25	0.00	18,177.25	0.00
Dividend	01/05/2016	60934N807	19,864.56	Federated Prime Value Oblig Govt Oblig Fund Inst.	0.000		0.80	0.00	0.80	0.00
Dividend	01/15/2016	90LAIFS00	2,924,505,922.93	Local Agency Investment Fund State Pool	0.000		27,608.32	0.00	27,608.32	0.00
	Subtotal		2,924,525,787.49				27,609.12	0.00	27,609.12	0.00
TOTAL OTHER TRANSACTIONS							45,786.37	0.00	45,786.37	0.00

The following page(s) contain the backup material for Agenda Item: Warrant Register #34 for the period of 02/17/16 through 02/23/16 in the amount of \$225,105.38. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #34 for the period of 02/17/16 through 02/23/16 in the amount of \$225,105.38.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 02/17/16 through 02/23/16.

There are no payments above \$50,000.00

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$225,105.38

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$225,105.38

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #34



WARRANT REGISTER #34
2/23/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ABNEY, P	ADV LODGING / ANIMAL CARE CONFERENCE / PD	322002	2/23/16	544.59
ALDEMCO	CONSUMABLES- NUTRITION CENTER	322003	2/23/16	3,797.11
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	322004	2/23/16	615.76
ANIMAL CARE CONFERENCE	TUITION ANIMAL CARE CONFERENCE / PD	322005	2/23/16	600.00
AT&T	PHONE SERVICES 1/13/16 - 2/12/16	322006	2/23/16	357.32
AT&T	PHONE SERVICES 1/13/16 - 2/12/16	322007	2/23/16	44.36
AT&T MOBILITY	WIRELESS SERVICE 1/6 - 2/5/16	322008	2/23/16	2,618.37
BAXTER'S FRAME WORKS AND	NC POLICE DEPARTMENT BADGE	322009	2/23/16	2,146.41
BPI PLUMBING	CITY WIDE PLUMBING SERVICE AND REPAIRS	322010	2/23/16	971.40
BSN SPORTS	WILSON NCAA COPIA II ORG/BLUE SZ 5	322011	2/23/16	107.19
CALIFORNIA DIESEL COMPLIANCE	OPACITY TESTING AND DPF CLEANING / PW	322012	2/23/16	1,180.00
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 ELECTRICAL MATERIALS	322013	2/23/16	849.97
CHILDREN'S HOSPITAL	FORENSIC SVCS / PD	322014	2/23/16	448.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT - JAN 2016	322015	2/23/16	1,148.20
COMPVIEW INC	EVALUATION / TROUBLE SHOOTING	322016	2/23/16	500.00
COUNTY OF SAN DIEGO	BUILDING RECORDS / HOUSING	322017	2/23/16	16.00
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEMS	322018	2/23/16	7,856.12
COUNTY OF SAN DIEGO	MAIL PROCESSING SVCS/DEC 2015	322019	2/23/16	3,576.14
COX COMMUNICATIONS	INTERNET SERVICE / FEB 2016	322020	2/23/16	3,531.47
COX COMMUNICATIONS	INTERNET SERVICE / FEB 2016	322021	2/23/16	49.65
DANIELS TIRE SERVICE	MOP#76986 TIRES / PW	322022	2/23/16	186.57
DEPARTMENT OF JUSTICE	NEW EMP FINGERPRINT/DEC 2015	322023	2/23/16	1,380.00
ELESCO	LIBRARY INVERTER, REPAIRS & SERVICE	322024	2/23/16	755.94
EQUIFAX INFORMATION SVCS	EQUIFAX SERVICES FOR S8	322025	2/23/16	51.05
ESGIL CORPORATION	PLAN CHECK SERVICES / FIRE	322026	2/23/16	2,897.70
FEDEX	TRANSPORTATION CHARGES / MIS	322027	2/23/16	71.65
GORDON, J	ADV LODGING / ANIMAL CARE CONFERENCE	322028	2/23/16	544.59
GRAINGER	MOP#65179 SUPPLIES / FIRE	322029	2/23/16	395.07
HAGGINS, J	REIMB: PURCHASE FOR TEEN CENTER	322030	2/23/16	56.52
HONEYWELL INTERNATIONAL INC	CITY WIDE HVAC MAINTENANCE	322031	2/23/16	618.43
HUNTER'S NURSERY INC	MOP#45719 PLANTS / PW	322032	2/23/16	139.05
IRON MOUNTAIN	RECORDS/DOCUMENT STORAGE	322033	2/23/16	157.00
KOFF & ASSOCIATES	MEA COMPENSATION STUDY - IDENTIFY	322034	2/23/16	20,700.00
KONICA MINOLTA	COPIER EQUIPMENT LEASE	322035	2/23/16	9,329.43
LONG, D	REPLACEMENT STALE CHECK	322036	2/23/16	256.00
MAINTEX INC	JANITORIAL SUPPLIES-FACILITIES	322037	2/23/16	835.31
MCDONALD TRANSIT ASSOCIATES INC	LIABILITY CLAIM COSTS	322038	2/23/16	7,500.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322039	2/23/16	5,477.50
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322040	2/23/16	3,804.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322041	2/23/16	2,650.50
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322042	2/23/16	1,249.72
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322043	2/23/16	401.49
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322044	2/23/16	7.50
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 PARTS / PW	322045	2/23/16	98.68
MTS	TROLLEY FLAGGER SERVICE	322046	2/23/16	205.05
NATIONAL CITY TROPHY	MOP#66556 SUPPLIES / PW	322047	2/23/16	196.21
NATIONAL CREDIT REPORTING	CREDIT REPORTING FOR S8	322048	2/23/16	11.85
O'REILLY AUTO PARTS	MOP#75877 PARTS / PW	322049	2/23/16	1,016.86
ORIENTAL TRADING COMP LLC	LARGE HELIUM TANK / CSD	322050	2/23/16	331.49



WARRANT REGISTER #34

2/23/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	322051	2/23/16	134.87
PCS MOBILE	DVD MULTI DRIVE FOR CF-31	322052	2/23/16	676.90
PENSKE FORD	MOP#49078 PARTS / PW	322053	2/23/16	294.64
PERRY FORD	MOP#45703 PARTS / PW	322054	2/23/16	49.46
POWERSTRIDE BATTERY CO INC	MOP#67839 PARTS / PW	322055	2/23/16	71.33
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC / NSD	322056	2/23/16	25.08
LEVELL, R	REIMBURSE DRIVER'S LICENSE REPLACEMENT	322057	2/23/16	27.00
RON BAKER CHEVROLET	MOP#45751 PARTS / PW	322058	2/23/16	171.00
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST/ DEC 2015	322059	2/23/16	96.00
SAN DIEGO MIRAMAR COLLEGE	CPR TUITION / PD	322060	2/23/16	69.00
SAN DIEGO UNION TRIBUNE	PUBLIC NOTICING FOR PLANNING	322061	2/23/16	739.40
SDG&E	GAS & ELECTRIC UTILITIES	322062	2/23/16	40,530.92
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	322063	2/23/16	769.99
SOUTH BAY FENCE INC	CITY WIDE FENCE REPAIRS	322064	2/23/16	1,000.00
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL / PW	322065	2/23/16	334.58
SPARKLETTS	WATER / NUTRITION CENTER	322066	2/23/16	1.00
STAPLES ADVANTAGE	MOP#45704 OFFICE SUPPLIES / FINANCE	322067	2/23/16	647.52
STARTECH COMPUTERS	MOP 61744 COMPUTER SUPPLIES / MIS	322068	2/23/16	484.12
SUPERIOR READY MIX	COLD MIX ASPHALTS/TACK OIL	322069	2/23/16	2,245.68
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	322070	2/23/16	515.04
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	322071	2/23/16	4,229.13
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC SUPPLIES	322072	2/23/16	1,294.67
THE HOME DEPOT CREDIT SERVICES	GASOLINE POWERED ELECTRIC GENERATOR / PW	322073	2/23/16	3,367.66
THE HON COMPANY LLC	BLACK ARMLESS PLY SEAT / PD	322074	2/23/16	1,181.38
THE LIGHTHOUSE INC	MOP#45726 PARTS / PW	322075	2/23/16	51.72
TOPECO PRODUCTS	MOP#63849 PARTS / PW	322076	2/23/16	108.99
U S HEALTHWORKS	DOT EXAM / HR	322077	2/23/16	81.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT / PW	322078	2/23/16	168.00
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS / PW	322079	2/23/16	219.13
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 SUPPLIES / PW	322080	2/23/16	466.20
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE / POLICE	322081	2/23/16	438.90
VERIZON WIRELESS	CELLULAR SERVICE 01/02 - 02/01/16	322082	2/23/16	2.20
VISTA PAINT	MOP#68834 PAINT / NSD	322083	2/23/16	315.85
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES - FIRE	322084	2/23/16	1,166.68
WEST COAST ARBORISTS, INC.	CONTRACTING SERVICES FOR TREE TRIMMING	322085	2/23/16	30,427.65
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES/MIS	322086	2/23/16	438.71
ZIETLOW, D	REFUND: RETIREE HEALTH INS	322087	2/23/16	539.03
POWER PLUS	EQUIPMENT RENTAL / S A	322088	2/23/16	195.00
STEWART TITLE OF CALIFORNIA	PRELIMINARY REPORT UPDATE / S A	322089	2/23/16	250.00

A/P Total 186,108.65

WIRED PAYMENTS

TRISTAR RISK MANAGEMENT	JANURARY 2016 WC REPLENISHMENT	376749	2/22/16	38,996.73
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GRAND TOTAL

\$ 225,105.38

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5th OF APRIL, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #35 for the period of 02/24/16 through 03/01/16 in the amount of \$2,597,613.53.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Warrant Register #35 for the period of 02/24/16 through 03/01/16 in the amount of \$2,597,613.53.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 02/24/16 through 03/01/16.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Just Construction Inc	322163	66,400.29	Paradise Valley Rd Ped Project
Kaiser Foundation Health	322164	192,932.44	Ins Active/Grp 104220-0002 Mar 2016
SDG&E	322217	55,536.79	Gas & Electric Utilities
Public Emp Ret System	2242016	364,854.93	Service Period 02/02/16 – 2/15/16

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$2,597,613.53

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE:

INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$2,597,613.53

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #35



WARRANT REGISTER #35

3/1/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
H M PITT LABS INC	ASBESTOS TEST - 500 E PLAZA BLVD / S A	322090	3/1/16	15.00
HILCO REAL ESTATE APPRAISAL	APPRAISAL SVCS-PALM AVE, PLAZA BLVD / S A	322091	3/1/16	3,000.00
PAINE & ASSOCIATES	APPRAISAL REPORT - 43 E 12TH ST / S A	322092	3/1/16	400.00
NCPOA	AUTO THEFT AWARD BREAKFAST/PD	322093	3/1/16	100.00
A REASON TO SURVIVE	CONTRACT SVCS ARTS	322094	3/1/16	6,611.67
ACEDO, I	RETIREE HEALTH BENEFITS / MAR 2016	322095	3/1/16	160.00
ACME SAFETY & SUPPLY CORP	NO SMOKING STICKERS / PW	322096	3/1/16	44.25
ADAMSON POLICE PRODUCTS	BALLISTIC VESTS - PD	322097	3/1/16	76.30
AFLAC	ACCT BDM36 - MARCH 2016	322098	3/1/16	579.40
ALDEMCO	CONSUMABLES- NUTRITION CENTER	322099	3/1/16	2,189.59
ANDERSON, E	RETIREE HEALTH BENEFITS / MAR 2016	322100	3/1/16	110.00
AUSTIN DOORS	CITY WIDE ROLL UP DOOR SERVICES	322101	3/1/16	1,291.24
BEARD, P	RETIREE HEALTH BENEFITS / MAR 2016	322102	3/1/16	70.00
BECK, L	RETIREE HEALTH BENEFITS / MAR 2016	322103	3/1/16	140.00
BELFOR USA GROUP INC	MICROBIAL REMEDIATION FOR NC LIBRARY	322104	3/1/16	18,967.83
BEST BEST & KRIEGER ATTNY LAW	REGIONAL PERMIT PETITION	322105	3/1/16	159.00
BISHOP, R	RETIREE HEALTH BENEFITS / MAR 2016	322106	3/1/16	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / MAR 2016	322107	3/1/16	260.00
BOOT WORLD	MOP#64096 SAFETY APPAREL	322108	3/1/16	116.62
BOYD JR, P	RETIREE HEALTH BENEFITS / MAR 2016	322109	3/1/16	145.00
BOYS & GIRLS CLUB	ANNUAL DINNER - DEESE	322110	3/1/16	50.00
BOYS & GIRLS CLUB	ANNUAL DINNER - MENDIVIL	322111	3/1/16	50.00
CA ASSOCIATION OF CODE ENFORCEMENT	MEMBERSHIP DUES: R SORIANO	322112	3/1/16	85.00
CA ASSOCIATION OF CODE ENFORCEMENT	MEMBERSHIP DUES: P SOSA	322113	3/1/16	85.00
CA ASSOCIATION OF CODE ENFORCEMENT	MEMBERSHIP DUES: J OLSON	322114	3/1/16	85.00
CA ASSOCIATION OF CODE ENFORCEMENT	MEMBERSHIP DUES: G SARMIENTO	322115	3/1/16	85.00
CARRILLO, R	RETIREE HEALTH BENEFITS / MAR 2016	322116	3/1/16	290.00
CHILDREN'S HOSPITAL	SAFE ROUTES TO SCHOOL PROJECT	322117	3/1/16	30,753.31
COLE, L	RETIREE HEALTH BENEFITS / MAR 2016	322118	3/1/16	165.00
COMMERCIAL AQUATIC SERVICE INC	HYDROCHLORIC ACID/HAZMAT / PW	322119	3/1/16	1,748.36
CONDON, D	RETIREE HEALTH BENEFITS / MAR 2016	322120	3/1/16	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS / MAR 2016	322121	3/1/16	140.00
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - JAN 2016	322122	3/1/16	6,012.25
COX COMMUNICATIONS	INTERNET SERVICE / NUTRITION	322123	3/1/16	174.00
CULLIGAN	WATER SOFTNER - NUTRITION CENTER	322124	3/1/16	11.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS / MAR 2016	322125	3/1/16	250.00
DAY WIRELESS SYSTEMS	COMPANY MAINTENANCE JAN-MAR 2016 / PD	322126	3/1/16	7,377.75
DELTA DENTAL	DENTAL INS PREMIER - MAR 2016	322127	3/1/16	16,443.10
DELTA DENTAL INSURANCE CO	PMI DENTAL INS - MARCH 2016	322128	3/1/16	2,671.68
DESROCHERS, P	RETIREE HEALTH BENEFITS / MAR 2016	322129	3/1/16	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / MAR 2016	322130	3/1/16	70.00
DILLARD, S	RETIREE HEALTH BENEFITS / MAR 2016	322131	3/1/16	480.00
D-MAX ENGINEERING	PLAZA BLVD WIDENING PROJECT	322132	3/1/16	4,108.50
DOUGHERTY, J	SUBSISTENCE: 24 HR PERISHABLE SKILLS	322133	3/1/16	384.00
DREDGE, J	RETIREE HEALTH BENEFITS / MAR 2016	322134	3/1/16	250.00
EISER III, G	RETIREE HEALTH BENEFITS / MAR 2016	322135	3/1/16	250.00
EXPERIAN	CREDIT CHECKS/INVESTIGATIONS- PD	322136	3/1/16	27.72
FABINSKI, D	RETIREE HEALTH BENEFITS / MAR 2016	322137	3/1/16	220.00
FERGUSON ENTERPRISES INC	MOP#45723 SUPPLIES	322138	3/1/16	660.56



WARRANT REGISTER #35

3/1/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
FIRE ETC	PALMYRA FIRE BROOM/DUAL FORCE / FIRE	322139	3/1/16	8,864.43
FIRE SERVICE SPECIF & SUPPLY	YEARLY SERVICE / FIRE	322140	3/1/16	3,069.62
FIRST AMERICAN CORE LOGIC INC	METROSCAN ANNUAL SUBSCRIPTION / MIS	322141	3/1/16	7,900.00
FLEET SERVICES INC	MOP#67804 AUTO SUPPLIES	322142	3/1/16	166.96
FLINT TRADING INC	STREET SIGNS / PW	322143	3/1/16	4,822.72
FLINT TRADING INC	SALES TAX	322144	3/1/16	399.50
FON JON PET CARE CENTER	MONTHLY BOARD & K9 CARE / POLICE	322145	3/1/16	875.00
GELSKEY, K	RETIREE HEALTH BENEFITS / MAR 2016	322146	3/1/16	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / MAR 2016	322147	3/1/16	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / MAR 2016	322148	3/1/16	480.00
GRAINGER	MOP#65179 SUPPLIES / PW	322149	3/1/16	103.14
GROSSMAN PSYCHOLOGICAL	PRE-EMPLOYMENT EVALUATIONS-PD	322150	3/1/16	1,100.00
GROSSMAN PSYCHOLOGICAL	PRE-EMPLOYMENT EVALUATIONS-PD	322151	3/1/16	275.00
HANSON, E	RETIREE HEALTH BENEFITS / MAR 2016	322152	3/1/16	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / MAR 2016	322153	3/1/16	500.00
HAUG, S	RETIREE HEALTH BENEFITS / MAR 2016	322154	3/1/16	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS / MAR 2016	322155	3/1/16	400.00
HODGES, B	RETIREE HEALTH BENEFITS / MAR 2016	322156	3/1/16	200.00
HOMESAFE ENVIRONMENTAL INC	TRAINING / LEAD REFRESHER COURSE / IBARRA	322157	3/1/16	170.00
HONDO, E	RETIREE HEALTH BENEFITS / MAR 2016	322158	3/1/16	110.00
HYDRO SCAPE PRODUCTS INC	MOP#45720 SUPPLIES / PW	322159	3/1/16	454.64
INDEPENDENT FORENSIC SERVICES	CHILD ABUSE EXAMS / PD	322160	3/1/16	520.00
JAMES, R	RETIREE HEALTH BENEFITS / MAR 2016	322161	3/1/16	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / MAR 2016	322162	3/1/16	50.00
JUST CONSTRUCTION INC	PARADISE VALLEY RD PED PROJECT	322163	3/1/16	66,400.29
KAISER FOUNDATION HEALTH PLANS	INS ACTIVE/GRP 104220-0002 MAR 2016	322164	3/1/16	192,932.44
KAISER FOUNDATION HEALTH PLANS	RETIREE INS MAR 2016	322165	3/1/16	8,201.64
KAISER FOUNDATION HEALTH PLANS	HD HSA INS/GRP 104220-0005 - MAR 2016	322166	3/1/16	5,178.68
KAMAN INDUSTRIAL TECHNOLOGIES	BEARINGS / PW	322167	3/1/16	83.35
KIMBLE, R	RETIREE HEALTH BENEFITS / MAR 2016	322168	3/1/16	300.00
KREPPS, B	ED REIMBURSEMENT	322169	3/1/16	200.00
LANDA, A	RETIREE HEALTH BENEFITS / MAR 2016	322170	3/1/16	155.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / MAR 2016	322171	3/1/16	160.00
LOPEZ, T	TRANSLATION SERVICES / 2/16/2016	322172	3/1/16	140.00
MABPA	MONTHLY LUNCH MEETING - MENDIVIL	322173	3/1/16	25.00
MANNING & KASS	LIABILITY CLAIM COSTS	322174	3/1/16	180.50
MASON'S SAW	MOP 45729 / BLOWER / PW	322175	3/1/16	167.69
MATIENZO, M	RETIREE HEALTH BENEFITS / MAR 2016	322176	3/1/16	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / MAR 2016	322177	3/1/16	280.00
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE / COMM SVCS	322178	3/1/16	5,000.00
MEDINA, R	RETIREE HEALTH BENEFITS / MAR 2016	322179	3/1/16	105.00
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS	322180	3/1/16	364.47
MINER, D	RETIREE HEALTH BENEFITS / MAR 2016	322181	3/1/16	580.00
MYERS, B	RETIREE HEALTH BENEFITS / MAR 2016	322182	3/1/16	140.00
NATIONAL CITY AUTO TRIM	MOP#72441 AUTO PARTS / PW	322183	3/1/16	218.00
NATIONAL CITY CAR WASH	MOP#72454 CARE WASHES / PW	322184	3/1/16	245.00
NATIONAL CITY CHAMBER	NC TOURISM MARKETING - DEC 2015	322185	3/1/16	22,238.32
NOTEWARE, D	RETIREE HEALTH BENEFITS / MAR 2016	322186	3/1/16	120.00
OLIVER PACKAGING	PACKAGING HOME DELIVERY / NUTRITION	322187	3/1/16	1,608.00



WARRANT REGISTER #35

3/1/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS / PW	322188	3/1/16	408.61
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	322189	3/1/16	165.87
PASACAT	REPLACEMENT STALE CHECK	322190	3/1/16	60.00
PAUU JR, P	RETIREE HEALTH BENEFITS / MAR 2016	322191	3/1/16	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / MAR 2016	322192	3/1/16	140.00
PENSKE FORD	MOP#49078 AUTO EQUIPMENT / PW	322193	3/1/16	801.02
PETERS, S	RETIREE HEALTH BENEFITS / MAR 2016	322194	3/1/16	290.00
PHILLIPS, W	SUBSISTENCE: FIELD TRAINING OFFICER / PD	322195	3/1/16	384.00
POST, R	RETIREE HEALTH BENEFITS / MAR 2016	322196	3/1/16	280.00
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO EQUIPMENT	322197	3/1/16	326.90
PRO BUILD	MOP#45707 SUPPLIES / PW	322199	3/1/16	5,357.10
PROCHEM SPECIALTY PRODUCTS INC	5GLS PAIL HURRICANE / PW	322200	3/1/16	77.02
PROJECT PROFESSIONALS CORP	HIGHLAND AVE SAFETY ENH PROJECT	322201	3/1/16	10,477.70
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / NSD	322202	3/1/16	516.04
PSTC	TUITION: COMPLACENCY & CRITICAL THINKING/PD	322203	3/1/16	110.00
RANDALL LAMB ASSOCIATES INC	NC LIBRARY HUMIDITY DESIGN	322204	3/1/16	3,125.00
RAY, S	RETIREE HEALTH BENEFITS / MAR 2016	322205	3/1/16	190.00
RELIANCE STANDARD	VOLUNTARY LIFE INS - MAR 2016	322206	3/1/16	2,883.72
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: PERISHABLE SKILLS TRAINING/PD	322207	3/1/16	160.00
ROARK, L	RETIREE HEALTH BENEFITS / MAR 2016	322208	3/1/16	135.00
ROE, V	RETIREE HEALTH BENEFITS / MAR 2016	322209	3/1/16	120.00
ROUNDS, R	REPLENISH CONFIDENTIAL INFORMANT FUND	322210	3/1/16	2,491.80
RUIZ, J	RETIREE HEALTH BENEFITS / MAR 2016	322211	3/1/16	310.00
S D COUNTY SHERIFF'S DEPT	CAL-ID PROGRAM JAN - JUN 2016 / PD	322212	3/1/16	8,277.00
S D COUNTY SHERIFF'S DEPT	SDCO RANGE USE / DEC 2015 / PD	322213	3/1/16	500.00
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO EQUIPMENT	322214	3/1/16	574.23
SAN DIEGO COUNTY RECORDER	MPR EXTRACT/NON-OWNER OCCUPIED	322215	3/1/16	125.00
SAN DIEGO UNION TRIBUNE	ADVERTISING - PLAZA BLVD & 14TH ST	322216	3/1/16	475.80
SDG&E	GAS & ELECTRIC UTILITIES	322217	3/1/16	55,536.79
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	322218	3/1/16	695.43
SERRATO & ASSOCIATES	TUITION: SEARCH WARRANTS/PD	322219	3/1/16	160.00
SERVATIUS, J	RETIREE HEALTH BENEFITS / MAR 2016	322220	3/1/16	340.00
SHANAHAN, M	SUBSISTENCE: DRE RECERTIFICATION	322221	3/1/16	191.40
SHORT, C	RETIREE HEALTH BENEFITS / MAR 2016	322222	3/1/16	300.00
SHRED IT USA	SHREDDING SERVICES / POLICE	322223	3/1/16	185.90
SMART & FINAL	MOP 45756 MISC SUPPLIES/FIRE	322224	3/1/16	306.66
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUSINESS CARD IMPRINTS	322225	3/1/16	37.06
SMITH, J	RETIREE HEALTH BENEFITS / MAR 2016	322226	3/1/16	320.00
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL / PW	322227	3/1/16	115.78
SOUTHERN CALIFORNIA SOIL	12TH AND D AVE PROJECT	322228	3/1/16	598.00
SPARKLETTS	WATER - COUNCIL	322229	3/1/16	110.61
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/CITY ATTNY	322230	3/1/16	49.14
STILES, J	ED REIMBURSEMENT	322231	3/1/16	250.00
STRASEN, W	RETIREE HEALTH BENEFITS / MAR 2016	322232	3/1/16	135.00
SUPERIOR READY MIX	COLD MIX ASPHALTS/TACK OIL	322233	3/1/16	509.76
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	322234	3/1/16	8,334.75
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	322235	3/1/16	1,749.00
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES/PD	322236	3/1/16	800.00
THE LIGHTHOUSE INC	MOP#45726 AUTO PARTS	322237	3/1/16	65.45



WARRANT REGISTER #35
3/1/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS/MAR 2016	322238	3/1/16	9,385.90
THOMSON REUTERS WEST	ON-LINE LEGAL RESEARCH / JAN 2016	322239	3/1/16	806.20
TIPTON, B	RETIREE HEALTH BENEFITS / MAR 2016	322240	3/1/16	250.00
TOPECO PRODUCTS	MOP#63849 AUTO PARTS / PW	322241	3/1/16	19.83
U S BANK	CREDIT CARD EXPENSES / PD	322242	3/1/16	762.56
U S HEALTHWORKS	DOT EXAM & VACCINE / HR	322243	3/1/16	269.00
UNITED PARCEL SERVICE	POSTAGE FOR SHIPPING / ENG	322244	3/1/16	30.07
VERRY, L	RETIREE HEALTH BENEFITS / MAR 2016	322245	3/1/16	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / MAR 2016	322246	3/1/16	480.00
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE DATABASES / PD	322247	3/1/16	473.49
WEST PAYMENT CENTER	CIVIL PROCEDURE	322248	3/1/16	72.75
WESTFLEX INDUSTRIAL	OIL PATS/BOOM RUBBERIZER / PW	322249	3/1/16	1,824.66
WETMORES	GASKET / PW	322250	3/1/16	183.27
WHITE, J	RETIREE HEALTH BENEFITS / MAR 2016	322251	3/1/16	230.00
WILLY'S ELECTRONIC SUPPLY	MOP 45763. SUPPLIES / MIS DEPT	322252	3/1/16	554.78
ZENGOTA, V	RETIREE HEALTH BENEFITS / MAR 2016	322253	3/1/16	300.00
SWEETWATER AUTHORITY	WATER UTILITIES / S A	322254	3/1/16	54.64
			A/P Total	569,947.21
 WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 02/02/16 - 02/15/16	2242016	2/24/16	364,854.93
 SECTION 8 HAPS	 Start Date	 End Date		
	2/24/2016	3/1/2016		772,652.65
 PAYROLL				
Pay period	Start Date	End Date	Check Date	
5	2/16/2016	2/29/2016	3/9/2016	890,158.74
		 GRAND TOTAL		 <u>\$2,597,613.53</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5th OF APRIL, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #36 for the period of 03/02/16 through 03/08/16 in the amount of \$991,212.58. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #36 for the period of 03/02/16 through 03/08/16 in the amount of \$991,212.58.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 03/02/16 through 03/08/16.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Mazzarella & Mazzarella LLP	322255	302,473.41	Legal / Rosenow-Spevacek Group, Inc
EC Constructors Inc	322285	96,404.17	Aquatic Center Project
ESGIL Corporation	322286	58,354.39	Plan Check Services / Building
Health Net Inc	322292	72,968.63	Health Net Ins R1192A – Mar 2016
Kimley Horn and Assoc Inc	322297	105,104.59	18 th St Ped & Bike Project
Pal General Engineering Inc	322305	91,544.52	8 th Street Smart G. Project
STC Traffic Inc	322324	113,075.10	Library Remodel Project

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Reimbursement total \$991,212.58

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$991,212.58

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #36



WARRANT REGISTER #36

3/8/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MAZZARELLA & MAZZARELLA LLP	LEGAL / ROSENOW-SPEVACEK GROUP, INC	322255	3/8/16	302,473.41
REGIONAL TRAINING CENTER	BUILDING GREAT POWERPOINT / LEON	322256	3/8/16	85.00
CELLEBRITE USA INC	TUITION: FORENSIC TRAINING / PD	322257	3/8/16	3,850.00
URBAN FUTURES INC	PROFESSIONAL SERVICES / S A	322258	3/8/16	5,050.00
ATKINS NORTH AMERICA INC	2016 SEWER SERVICES / PW	322259	3/8/16	2,700.00
AYDELOTTE, D	REIMB: INTERNAL AFFAIRS / PD	322260	3/8/16	123.97
AZTEC APPLIANCE	CITY WIDE APPLIANCE PURCHASES / PW	322261	3/8/16	428.76
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COSTS	322262	3/8/16	599.97
BOYS & GIRLS CLUB	2016 ANNUAL DINNER/ J CANO	322263	3/8/16	50.00
BOYS & GIRLS CLUB	2016 ANNUAL DINNER/ R MORRISON	322264	3/8/16	50.00
BRIAN COX MECHANICAL INC	CITY WIDE HVAC	322265	3/8/16	266.00
C A P F	FIRE LTD - MARCH 2016	322266	3/8/16	920.00
CA ASSOCIATION OF CODE ENFORCEMENT	2016 MEMBERSHIP / A VERGARA	322267	3/8/16	85.00
CALIFORNIA LAW ENFORCEMENT	PD LTD - MARCH 2016	322268	3/8/16	2,058.00
CARDOZA, M	REIMB: ACADEMY INSTRUCTOR CERTIFICATION/PD	322269	3/8/16	88.60
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS FOR POOL / PW	322270	3/8/16	1,307.35
CWEA RENEWAL	TUITION: COLLECTIONS WORKSHOP/PW	322271	3/8/16	45.00
D MAX ENGINEERING INC	REIMB: T&A #90123 FREDDY'S FROZEN CUSTARD	322272	3/8/16	1,860.00
D PREP L L C	TUITION: CRITICAL INCIDENT RESPONSE/PD	322273	3/8/16	6,250.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	322274	3/8/16	5,094.80
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	322275	3/8/16	2,978.79
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	322276	3/8/16	2,427.72
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	322277	3/8/16	597.24
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	322278	3/8/16	521.99
DATA TICKET INC	APPEALS AND ONLINE ACCESS / JAN 2016	322279	3/8/16	2,570.35
DELTA DENTAL	COBRA DENTAL INS - JAN 2016	322280	3/8/16	134.71
DENHAM, A	REIMB / FABRIC X-MAS ON BRICK ROW	322281	3/8/16	85.13
DIVISION OF THE STATE	DISABILITY ACCESS/EDUCATION FUND	322282	3/8/16	117.90
DIVISION OF THE STATE	DISABILITY ACCESS/EDUCATION FUND	322283	3/8/16	110.10
D-MAX ENGINEERING	NC STORMWATER SERVICES PROJECT	322284	3/8/16	15,767.74
EC CONSTRUCTORS INC	AQUATIC CENTER PROJECT	322285	3/8/16	96,404.17
ESGIL CORPORATION	PLAN CHECK SERVICES / BUILDING	322286	3/8/16	58,354.39
EXPRESS PIPE AND SUPPLY CO INC	PLUMBING PARTS AND MATERIALS / PW	322287	3/8/16	158.41
FEDEX	OVERNIGHT DELIVERY / ENG	322288	3/8/16	35.50
GRAINGER	MOP 65179 BATTERIES/FIRE	322289	3/8/16	114.51
HEALTH NET	HEALTH FULL NETWORK 57135A - MAR 2016	322290	3/8/16	5,334.29
HEALTH NET	HEALTH NET INS N5992F - MAR 2016	322291	3/8/16	651.54
HEALTH NET INC	HEALTH NET INS R1192A - MAR 2016	322292	3/8/16	72,968.63
HONEYWELL INTERNATIONAL INC	CITY WIDE HVAC MAINTENANCE	322293	3/8/16	6,010.14
INTERNATIONAL ASSOCIATION OF	MEMBERSHIP RENEWAL / PD	322294	3/8/16	150.00
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS - MARCH 2016	322295	3/8/16	21,428.81
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS COBRA - JAN 2016	322296	3/8/16	509.71
KIMLEY HORN AND ASSOC INC	18TH ST. PED & BIKE PROJECT	322297	3/8/16	105,104.59
KTU&A	NC DOWNTOWN SPECIFIC PLAN	322298	3/8/16	17,086.25
LASER SAVER INC	MOP 45725 INK CARTRIDGES/S8	322299	3/8/16	520.59
LONG, D	REIMB: ID THEFT/PD	322300	3/8/16	100.57
MCGOUGH, J	REIMB: 24 HR PERISHABLE SKILLS/PD	322301	3/8/16	102.92
MJC CONSTRUCTION	LAS PALMAS SHOWERS PROJECT	322302	3/8/16	4,900.00
NATIONAL CITY TROPHY	MOP 66556 NAME BADGES - PD	322303	3/8/16	60.50



WARRANT REGISTER #36
3/8/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NUTTALL, M	REIMB: 24-HR PERISHABLE SKILLS/PD	322304	3/8/16	102.92
PAL GENERAL ENGINEERING INC	8TH STREET SMART G. PROJECT	322305	3/8/16	91,544.52
PRO BUILD	MOP 45707 MISC SUPPLIES/NSD	322306	3/8/16	121.30
PROJECT PROFESSIONALS CORP	LIABILITY CLAIM COSTS	322307	3/8/16	11,265.30
PROTERA	LIABILITY CLAIM COSTS	322308	3/8/16	325.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC/NSD	322309	3/8/16	75.24
S D TRAINING MANAGERS' ASSOC	MEMBERSHIP DUES / PD	322310	3/8/16	50.00
SAM'S ALIGNMENT SERVICE	WHEEL ALIGNMENT CITY VEHICLES	322311	3/8/16	520.97
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC - NUTRITION CENTER	322312	3/8/16	1,989.95
SAN DIEGO MIRAMAR COLLEGE	103RD REGIONAL ACADEMY/PD	322313	3/8/16	276.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: REGIONAL OFFICER TRAINING/PD	322314	3/8/16	46.00
SAN DIEGO PET SUPPLY	MOP 45753 K-9 FOOD - PD	322315	3/8/16	226.39
SAN DIEGO PR	DESIGN/ LAYOUT DISTRIBUTION NC NEWS	322316	3/8/16	600.00
SANCHEZ, E	ED REIMBURSEMENT	322317	3/8/16	350.00
SDG&E	GAS & ELECTRIC UTILITIES	322318	3/8/16	934.94
SMART & FINAL	MOP 45756 MISC SUPPLIES/COMM SVC	322319	3/8/16	221.11
SOUTH BAY MOTORSPORTS	R & M CITY VEHICLES / PW	322320	3/8/16	698.85
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/FINANCE	322322	3/8/16	4,914.10
STARTECH COMPUTERS	MOP 61744 MONOCHROME LASER PRINTER/MIS	322323	3/8/16	481.59
STC TRAFFIC INC	LIBRARY REMODEL PROJECT	322324	3/8/16	113,075.10
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	322325	3/8/16	39.50
THE LAW OFFICE OF BONITA TRUST ACCOUNT	LIABILITY CLAIM COSTS	322326	3/8/16	5,000.00
THE STAR NEWS PUBLISHING COMP	ADVERTISING - TNT AUCTION	322327	3/8/16	51.25
TORREY PINES BANK	AQUATIC CENTER PROJECT	322328	3/8/16	5,073.90
U S BANK	CREDIT CARD EXPENSES/HR	322329	3/8/16	474.00
U S BANK	CREDIT CARD EXPENSES/SA	322330	3/8/16	157.16
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICALS / HR	322331	3/8/16	570.00
VALADEZ UGARTE, V	LIABILITY CLAIM COSTS	322332	3/8/16	529.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES/NSD	322333	3/8/16	387.23
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / PW	322334	3/8/16	1,939.42
WILLY'S ELECTRONIC SUPPLY	MOP 45763 PATCH PANEL / MIS	322335	3/8/16	478.79

A/P Total 991,212.58

GRAND TOTAL

\$ 991,212.58

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5th OF APRIL, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public Hearing:
Community Development Commission - Housing Authority of the City of National City
(HACNC), Streamlined Annual Plan for Public Housing Agency Plan (PHA) for Fiscal
Year 2016 - 2017 and the Housing Choice Voucher Programs Administrative Plan

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE: PUBLIC HEARING: Community Development Commission - Housing Authority of the City of National City (HACNC), Streamlined Annual Plan for Public Housing Agency Plan (PHA) for Fiscal Year 2016 - 2017 and the Housing Choice Voucher Program's Administrative Plan; authorizing the submittal of the PHA Plan and Administrative Plan to the U.S. Department of Housing and Urban Development.

PREPARED BY: Hermi Oliveria 
PHONE: Housing Programs Manager
(619) 336-4259

DEPARTMENT: Housing, Grants & Asset
Management

APPROVED BY: 

EXPLANATION:

See attached report

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. There will be no fiscal impact as a result of this action.

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not applicable

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Conduct the Public Hearing; and
Public Notification: A Public Hearing Notice was Published in the San Diego Union Tribune as legally required.

BOARD / COMMISSION RECOMMENDATION:

Not applicable

ATTACHMENTS:

1. Background Report
2. Notice of Public Hearing
3. Proof of Publication

**Community Development Commission
Housing Authority Of The City Of National City
Housing Choice Voucher Program**

Agenda Statement Addendum

April 7, 2015

Background:

The U.S. Department of Housing and Urban Development (HUD), in response to the Quality Housing and Work Responsibility Act of 1998 (QHWRA), requires housing authorities to prepare a Section 8 Public Housing Agency (PHA) Plan. The PHA Plan concept is based on the consolidated planning process used for HUD's community and development programs. Like the Consolidated Plan that is required by HUD for jurisdictions using federal funds for housing and community development, the plan provides a planning mechanism by which the Housing Authority of the City of National City (HACNC), Housing Choice Voucher Program, can examine its long-range needs and short term needs. Specifically, the Plan identifies the needs of the families that it serves and develops both long-term strategies (i.e. Five-Year Plan) and short-term strategies (i.e. Annual Plan) for addressing the needs.

The Streamlined Annual Plan provides details about the HACNC's immediate operations, program participants, programs and services. This Plan also identifies the HACNC's strategy for handling operation concerns, resident's concerns and needs, programs and services.

As required by the Regulations, a Public Hearing needs to be conducted regarding both plans and submitted to the U.S. Department of Housing and Urban Development prior to April 17, 2016.

NOTICE OF PUBLIC HEARING

Community Development Commission,
Housing Authority of the City of National City
Housing Choice Voucher Program
Streamlined Annual
Public Housing Agency Plan (PHA) for
Fiscal Year 2016 - 2017 and the
Housing Choice Voucher Program's Administrative Plan

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the CDC, Housing Authority of the City of National City (HACNC), Housing Choice Voucher Program will hold a public hearing on April 5, 2016, at 6:00 p.m., in the National City Council Chambers located at 1243 National City Boulevard, National City, California. Public testimony can be heard on the proposed Streamlined Annual Public Housing Agency Plan for Fiscal Year 2016-2017, and Housing Choice Voucher Program's Administrative Plan. On or about February 21, 2016, the referenced plans and policies will be released for a 45-day public review and comment period.

The Public Housing Agency (PHA) Plan is a comprehensive guide to a public housing agency's policies, programs, operations, and strategies for meeting local housing needs and goals. The Annual Plan is submitted to HUD every year. The Housing Choice Voucher Program's Administrative Plan is the governing document for the Housing Authority's administration of its Housing Choice Voucher Program.

The referenced documents and supporting documents will be available for public review after February 21, 2016 at the following locations:

CDC, Housing Authority of the City Of National City (HACNC) Housing Choice Voucher Program 140 E. 12 th Street, Suite B National City CA 91950	City of National City – City Hall City Clerk 1243 National City Blvd National City CA 91950	City of National City Main Library 1401 National City Blvd National City CA 91950
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Written comments may be submitted prior to the public hearing and during the 45-day comment period ending on or about April 5, 2016, to:

CDC, Housing Authority of the City of National City
Housing Choice Voucher Program
Attn: Hermi Oliveria
140 E. 12th Street, Suite B
National City CA 91950-3312
Phone: (619) 336-4254
Fax: (619) 477-3747

DATED: February 15, 2016

Leslie Deese
Executive Director

Date of Publication: February 21, 2015

FEB 29 2016

CASE NAME: _____

BY: _____

PROOF OF PUBLICATION

STATE OF CALIFORNIA
COUNTY of San Diego

**NOTICE OF PUBLIC
HEARING**

Community
Development
Commission,
Housing Authority of
the City of National
City Housing Choice
Voucher Program
Streamlined Annual
Public Housing
Agency Plan (PHA) for
Fiscal Year 2016-2017
and the Housing
Choice Voucher
Program's
Administrative Plan

**NOTICE IS HEREBY
GIVEN** that the Board
of Commissioners
of the Community
Development Com-
mission (CDC), Hous-
ing Authority of the
City of National City
(HACNC), Housing
Choice Voucher Pro-
gram will hold a pub-
lic hearing on April
5, 2016, at 6:00 p.m.,
in the National City
Council Chambers lo-
cated at 1243 Nation-
al City Boulevard, Na-
tional City, California.
Public testimony can
be heard on the pro-
posed Streamlined
Annual Public Hous-
ing Agency Plan for
Fiscal Year 2016-2017,
and Housing Choice
Voucher Program's
Administrative Plan.
On or about February
21, 2016, the refer-
enced plans and poli-
cies will be released
for a 45-day public
review and comment
period.

The Public Housing
Agency (PHA) Plan
is a comprehensive
guide to a public
housing agency's
policies, programs,
operations, and strat-
egies for meeting
local housing needs
and goals. The Annual
Plan is submitted to
the U.S. Department
of Housing and Urban
Development (HUD)
every year. The Hous-
ing Choice Voucher
Program's Administra-
tive Plan is the gov-
erning document for
the Housing Author-
ity's administration
of its Housing Choice
Voucher Program.

The referenced docu-
ments and support-
ing documents will
be available for public
review after February
21, 2016 at the follow-
ing locations:

CDC, Housing
Authority of the City
Of National City
Housing Choice
Voucher Program
140 E. 12th Street,
Suite B
National City CA
91950

City of National City -
City Hall
City Clerk
1243 National City
Blvd
National City CA
91950

City of National City
Main Library
1401 National City
Blvd
National City CA
91950

Written comments
may be submitted
prior to the public
hearing and during
the 45-day comment
period ending on or
about April 5, 2016,
to:

CDC, Housing
Authority of the City
of National City
Housing Choice
Voucher Program
Attn: Hermi Oliveria
140 E. 12th Street,
Suite B
National City CA
91950-3312
Phone: (619) 336-
4254
Fax: (619) 477-3747

DATED: February 18,
2016

Leslie Deese
Executive Director
Date of Publication:
February 21, 2015

The Undersigned, declares under penalty of perjury under the laws of the State of California: That he/she is the resident of the County of San Diego. That he/she is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that he/she is not a party to, nor interested in the above entitled matter; that he/she is Chief Clerk for the publisher of

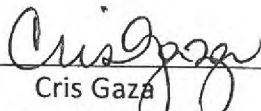
The San Diego Union-Tribune

a newspaper of general circulation, printed and published daily in the City of San Diego, County of San Diego, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said City of San Diego, County of San Diego, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to, and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

February 21, 2016

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated in the City of San Diego, California
on this 23rd of February 2016.


Cris Gaza

The San Diego Union-Tribune
Legal Advertising

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Applicant City-Initiated) (Case File 2015-07 A) (Planning/Cit

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:

An Ordinance of the City Council of the City of National City amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Applicant City-Initiated) (Case File 2015-07 A)

PREPARED BY: Martin Reeder, AICP 

DEPARTMENT: Planning / City Attorney.

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The Council held public hearings on May 19, 2015 and June 2, 2015, and also held a workshop on September 22, 2015. At a subsequent meeting held on February 2, 2016, the City Council voted to modify the recommendation of the Planning Commission by making changes to §18.47.060 – Signs Exempt from Sign Permit Requirement – and §18.47.080 – Permanent Signs. Additional changes were made to §18.47.060 and §18.47.080 on March 1, 2015. The Planning Commission subsequently recommended approval of the changes. The City Council introduced the Ordinance on March 15, 2016 with the noted changes.

Adoption of the attached ordinance is needed to complete the Municipal Code Amendment process.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Exempt from CEQA under section 15061(b)(3) – general rule.

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☒

STAFF RECOMMENDATION:

Adopt the Ordinance

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Ordinance for adoption

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission - Housing Authority of the City of National City (HACNC), approving the Streamlined Annual Public Housing Agency (PHA) Plan for Fiscal Year 2016 - 2017, and authorizing the submittal of the Plan to the U.

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. _____

ITEM TITLE: Resolution of the Community Development Commission - Housing Authority of the City of National City (HACNC), approving the Streamlined Annual Public Housing Agency (PHA) Plan for Fiscal Year 2016 - 2017, and authorizing the submittal of the Plan to the U.S. Department of Housing and Urban Development.

PREPARED BY: Hermi Oliveria 
PHONE: Housing Programs Manager
(619) 336-4259

DEPARTMENT: Housing, Grants & Asset Management

EXPLANATION:
See attached report

APPROVED BY: 

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. There will be no fiscal impact as a result of this action.

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not applicable

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution

BOARD / COMMISSION RECOMMENDATION:

Not applicable

ATTACHMENTS:

1. Background Report
2. Streamlined Annual PHA Plan for Fiscal Year 2016-2017 was distributed via email in pdf format to Council on February 22, 2016; is available on the website and at: City Clerk's Office, National City Library and the HACNC Housing Choice Voucher Program office.

**Community Development Commission
Housing Authority Of The City Of National City
Housing Choice Voucher Program**

Agenda Statement Addendum

April 5, 2016

Background:

The U.S. Department of Housing and Urban Development (HUD), in response to the Quality Housing and Work Responsibility Act of 1998 (QHWRA), requires housing authorities to prepare a Section 8 Public Housing Agency (PHA) Plan. The PHA Plan concept is based on the consolidated planning process used for HUD's community and development programs. Like the Consolidated Plan that is required by HUD for jurisdictions using federal funds for housing and community development, the plan provides a planning mechanism by which the Housing Authority of the City of National City (HACNC), Housing Choice Voucher Program can examine its long-range needs and short term needs. Specifically, the Plan identifies the needs of the families that it serves and develops both long-term strategies (i.e. Five-Year Plan) and short-term strategies (i.e. Annual Plan) for addressing the needs.

The Streamlined Annual Plan provides details about the HACNC's immediate operations, program participants, programs and services. This Plan also identifies the HACNC's strategy for handling operation concerns, resident's concerns and needs, programs and services.

The Resident Advisory Board, comprising of all Section 8 participants, were given an opportunity to review and comment on the proposed plan. No recommendation and comment were received regarding the proposed plan.



CDC – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
HOUSING CHOICE VOUCHER PROGRAM

**PUBLIC HOUSING AGENCY PLAN
STREAMLINED ANNUAL PLAN
FOR
FISCAL YEAR 2016 - 2017**

This item will be Heard during the City Agenda meeting on April 5, 2016, and is now open for public review (Feb. 21, 2016 to April 5, 2016)

140 E. 12th Street, Suite B
National City CA 91950-3312
(619) 336-4254— Telephone
(619) 477-3747— Facsimile
www.nationalcityca.gov
Section8@nationalcityca.gov

Streamlined Annual PHA Plan (HCV Only PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
Expires 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** - A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.				
A.1	PHA Name: <u>HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY</u> PHA Code: <u>CA116</u> PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2016</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>1123</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission				
<p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p>					
<input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below)					
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
	Lead HA:				

B. Annual Plan.

B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs. <input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources. <input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination. <input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management. <input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures. <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation. <input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p>
B.2	<p>New Activities</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N Project Based Vouchers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p> <p>N/A</p>
B.3	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
B.4	<p>Civil Rights Certification</p> <p>Form HUD-50077 PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
B.5	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
B.6	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>SEE ATTACHMENT</p>
B.7	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p>The RAB made no comments nor recommendations to the PHA Plan.</p>

Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.23(4)(e))

- A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), Number of Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Annual Plan. All PHAs must complete this section. (24 CFR §903.11(c)(3))

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA's jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(1)) and 24 CFR §903.7(a)(2)(i). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)(3)(4))

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(i))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8 of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define "significant amendment/modification", HUD will consider the following to be "significant amendments or modifications": a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD's website at: <http://www.hud.gov/PIH/1999-51>. (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

- B.2 **New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark "yes" for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark "no." (24 CFR §983.57(b)(1)) and Section 8(13)(C) of the United States Housing Act of 1937.

☐ **Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

- B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.11(c)(3), 24 CFR §903.7(p))
- B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(p))
- B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)
- B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))
- B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low-income, very low-income, and extremely low-income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

5.2 Goals and Objectives

PHA Goal: Expand the supply of assisted housing

Objective: Increase housing choices for families and individuals.

- **Progress:** Upon suspension of the U.S. government's sequestration, the Housing Authority of the City of National City resumed its leasing process to maximize the number of families being assisted.

PHA Goal: Improve the quality of assisted housing

Objective: Provide replacement vouchers

- **Progress:** Once a family leaves the program, a replacement family is immediately available.

Maintain safe, decent, sanitary units and improve quality of life for residents living in assisted units.

- **Progress:** The Housing Authority of the City of National City inspects each assisted unit at least once a year to make sure that residents are living in a unit that is decent, safe and sanitary.

PHA Goal: Increase assisted housing choices

Objective: Maintain current number of vouchers within funding level.

- **Progress:** Management closely monitors the utilization of vouchers and make sure that there are within the funding level.

PHA Goal: Provide an improved living environment

Objective: Assists the local economy by increasing the occupancy rate and the amount of money flowing in the community.

- **Progress:** The current occupancy rate is at 99%, thus, maximizing the number of families being assisted which turns into more spending power for residents in the community.

PHA Goal: Promote self-sufficiency and asset development of families and individuals

Objective: Increase the number and percentage of employed persons within the assisted units.

- Progress: Continued referrals to the National City Collaborative for supportive services to increase independence.

PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objective: Promote equal housing opportunities.

- Progress: Fair housing programs and resources are included in all issuance briefings.

PHA Goal: Deter and eliminate program fraud

Objective: Take all steps necessary to prevent to prevent fraud, waste and mismanagement.

- Progress: Continued tenant counseling and providing detailed understanding of the program at issuance briefing and at every annual recertification and moves.

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission - Housing Authority of the City of National City (HACNC), approving the revisions to the Housing Choice Voucher Programs Administrative Plan, and authorizing submittal of the Plan to the U.S. Department

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. _____

ITEM TITLE: Resolution of the Community Development Commission - Housing Authority of the City of National City (HACNC), approving the revisions to the Housing Choice Voucher Program's Administrative Plan, and authorizing submittal of the Plan to the U.S. Department of Housing and Urban Development

PREPARED BY: Hermi Oliveria 
Housing Programs Manager
PHONE: (619) 336-4259

DEPARTMENT: Housing, Grants &
Asset Management

APPROVED BY: 

EXPLANATION:

See attached report

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. There will be no fiscal impact as a result of this action.

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not applicable

ORDINANCE: INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Adopt the resolution

BOARD / COMMISSION RECOMMENDATION:

Not applicable

ATTACHMENTS:

1. Background report
2. Housing Choice Voucher Program's Administrative Plan was distributed via e-mail in pdf format to Council on February 21, 2016, and is available on www.nationalcityca.gov and at: City Clerk's Office, National City Library and the Housing Choice Voucher Program office.

**Community Development Commission
Housing Authority Of The City of National City**

Agenda Statement Addendum

April 5, 2016

Background:

The Section 8 Rental Assistance Program was enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, most recently on October 21, 1998, with the passage of the Quality Housing and Work Responsibility Act (QHWRA.) The requirements of the Housing Act(s), as they apply to the Section 8 Tenant-Based Assistance Program and the Housing Choice Voucher Program, are described in and implemented through the Administrative Plan.

Administration of the Housing Choice Voucher Program and the functions and responsibilities of the Housing Department staff shall be in compliance with the Housing Department's Personnel Policy and the U.S. Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing laws and regulations. The Housing Department will comply with any and all subsequent regulatory and statutory program changes.

The Administrative Plan is set forth to define the Housing Department's local policies for operation of the housing programs in the context of Federal laws and regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD memos, notices and guidelines or other applicable law.

The revisions to the current Administrative Plan **affect Chapters 3, 4, 9 and 14** and will update the policies in accordance with the most recent published QHWRA requirements.

<u>CHAPTER 3</u>	ADD LANGUAGE
PAGE 1	<p>HUD's goal of "helping ex-offenders gain access to one of the most fundamental building blocks of a stable life – a place to live." HUD has previously stressed the troubling relationship between housing barriers for individuals with criminal records and homelessness, stating that "the difficulties in reintegrating into the community increase the risk of homelessness for released prisoners, and homelessness in turn increases the risk of subsequent re-incarceration."</p> <p>The HACNC will deny admission to an applicant with certain types of criminal history, or terminate assistance or evict a household if a tenant, household member, or guest engages in certain drug-related or certain other criminal activity on or off the premises (in case of Housing Choice Voucher programs).</p>

Community Development Commission
Housing Authority Of The City of National City

Agenda Statement Addendum

April 5, 2016

<u>CHAPTER 4</u> PAGE 4 – 5	CORRECTED/UPDATED LANGUAGE <u>ENTERPRISE INCOME VERIFICATION</u> Effective January 31, 2010, The HACNC Section 8 Rental Assistance Housing Choice Voucher Program will also be applying the following (24 CFR 5.233, 5.216, 5.218, 5.233):
<u>CHAPTER 4</u> PAGE 4 – 11	<u>ITEMS TO BE VERIFIED</u> [24 CFR 982.516] <ul style="list-style-type: none">○ Reported family annual income and its source – both cash and non-cash.○ Expenses related to deductions from annual income.○ Full-time Student status for students, including high school students, who are or who will be 18 years of age or over at the time of final initial or annual eligibility determination.○ Full-time college students need to provide verification of sources of income (e.g., financial aid, scholarships, financial support from parents or guardians for food, clothing, or personal items, any income from an outside source).○ Current assets, including assets disposed of for less than fair market value in proceeding two years.○ Childcare expenses if it allows an adult family member to be employed or go to school or actively seeking employment.○ Total medical expenses of all family members in households whose head or spouse is elderly or disabled.○ Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.○ Disability for determination of preferences, allowances or deductions.

Community Development Commission
Housing Authority Of The City of National City

Agenda Statement Addendum

April 5, 2016

<p><u>CHAPTER 4</u></p> <p>PAGE 4 – 11</p>	<ul style="list-style-type: none">○ Elderly status for determination of preferences, allowances or deductions.○ Evidence of U.S. citizenship/or eligible immigration status for all family members, and foster children/adults.○ Social security numbers for all family members or live-in aides, six years or older, who have been issued a social security number.○ "Preference" status.○ Marital status when needed for head or spouse definition and to add a spouse to the household.○ Verification of reduction in benefits for noncompliance in certain programs, such as GAIN sanctions of CalWorks benefits.○ The HACNC will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.○ Verification of participation in a federal, state or local training program that is generating income.○ Verification of being the victim of domestic violence, dating violence, or stalking.
<p><u>CHAPTER 4</u></p> <p>PAGE 4 - 22</p>	<p>ADD LANGUAGE TO:</p> <p>DISCLOSURE AND VERIFICATION OF SOCIAL SECURITY NUMBERS AND EMPLOYER IDENTIFICATION NUMBERS [24 CFR 5.216, 5.218]</p> <p>The final rule specifies that if a child under six was added to the family in the six-month period prior to the household's date of admission (or, the date of voucher issuance for the HCV program), then documentation verifying the child's social security information need only be supplied within 90 days of the date of admission (or, for the HCV program, the effective date of the Housing Assistance Payment (HAP) contract). One additional 90-day extension may be</p>

**Community Development Commission
Housing Authority Of The City of National City**

Agenda Statement Addendum

April 5, 2016

	added, if the applicant's failure to meet the first timeline was outside his or her control.
<u>CHAPTER 9</u> PAGE 9 - 2	ADD LANGUAGE TO: There are five six types of inspections the HACNC performs: <ol style="list-style-type: none">1.) Initial/move-in: Conducted after receipt of the RFTA.2.) Annual: Must be conducted within twelve months of the last annual inspection.3.) Move-out/vacate: May be conducted, upon request, to observe and document reported excessive tenant damage in order to make a determination of tenant violations of the lease.4.) Special/complaint: At request of owner, family, an agency, or another third party.5.) Quality Control (QC): This inspection involves a required minimum random sample of previously completed inspections.6.) Biennial Inspection: To streamline and reduce administrative expenses, in lieu of annual inspections and at the discretion of the HACNC, biennial inspections must be conducted within twenty four months of the last inspection.
<u>CHAPTER 14</u> PAGE 1 & 2	ADDED LANGUAGE PHAs and owners may only terminate the tenancy or assistance of a Section 8 Housing Choice Voucher (HCV) participant, through an administrative grievance hearing before an impartial hearing officer appointed by the PHA. In either case, the tenant must be afforded the basic elements of due process, including the right to be represented by counsel, to question witnesses and to refute any evidence presented by the PHA or owner. PHAs and owners must ensure that any screening, eviction, or termination of assistance policies and procedures comply with all applicable civil rights requirements contained in the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the

**Community Development Commission
Housing Authority Of The City of National City**

Agenda Statement Addendum

April 5, 2016

	<p>Rehabilitation Act, and Titles II and III of the Americans with Disabilities Act of 1990, and the other equal opportunity provisions listed in 24 CFR 5.105. To that end, a PHA or owner should institute protocols that assure that its procedures and standards are consistently applied and that decisions are made based on accurate information.</p> <p>The HACNC will/may allow Housing Choice Voucher (HCV) applicants to address and present mitigating circumstances regarding criminal backgrounds prior to admission decisions.</p>
<p><u>CHAPTER 14</u></p> <p>PAGE 14-13</p>	<p>CORRECTED/UPDATED LANGUAGE</p> <p>RELEASE OF SEX OFFENDER REGISTRATION INFORMATION OR CRIMINAL HISTORY <u>INFORMATION TO THE OWNER</u></p> <p>The owner may request that the HACNC obtain and review criminal or sex offender registration records for grounds to deny a tenant application, or evict a tenant. The HACNC will charge the owner a fee based on the costs incurred by the HACNC, including the costs charged by the law enforcement agency, the HACNC staff time and administrative costs. The owner may not charge the tenant for this fee.</p> <p>Arrest records may not be the basis for denying admission, terminating assistance or evicting tenants. HUD does not require the adoption of "One Strike" policies.</p>

Staff recommends that the CDC - Housing Authority of the City of National City, Housing Choice Voucher Program Board consider the adoption of the attached Resolution approving the revisions to Chapters 3, 4, 9 and 14 of the Housing Choice Voucher Program's Administrative Plan; and authorizing the submittal of the plan to the U.S. Department of Housing and Urban Development.

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at Yi Sushi Restaurant to be located at 1430 East Plaza Blvd., Suite E-7B. (Applicant: Cheung Sushi Corp.) (Case File 2015-21 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at Yi Sushi Restaurant to be located at 1430 East Plaza Blvd., Suite E-7B. (Applicant: Cheung Sushi Corp.) (Case File 2015-21 CUP)

PREPARED BY: Martin Reeder, AICP 

DEPARTMENT: Planning 

PHONE: 336-4313

APPROVED BY:

EXPLANATION:

Yi Sushi has applied for a Conditional Use Permit (CUP) to sell beer and wine as an accessory use to a proposed restaurant. Alcohol sales hours would be from 9 a.m. to 11 p.m. daily. A Type 41 (On-Sale Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC). The project location is a 1,504 square-foot suite within Bay Plaza, located in the Major Mixed-Use District (MXD-2) zone.

Planning Commission conducted public hearings on February 8 and March 7, 2016. Commissioners asked questions regarding Conditions of Approval and business operations. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

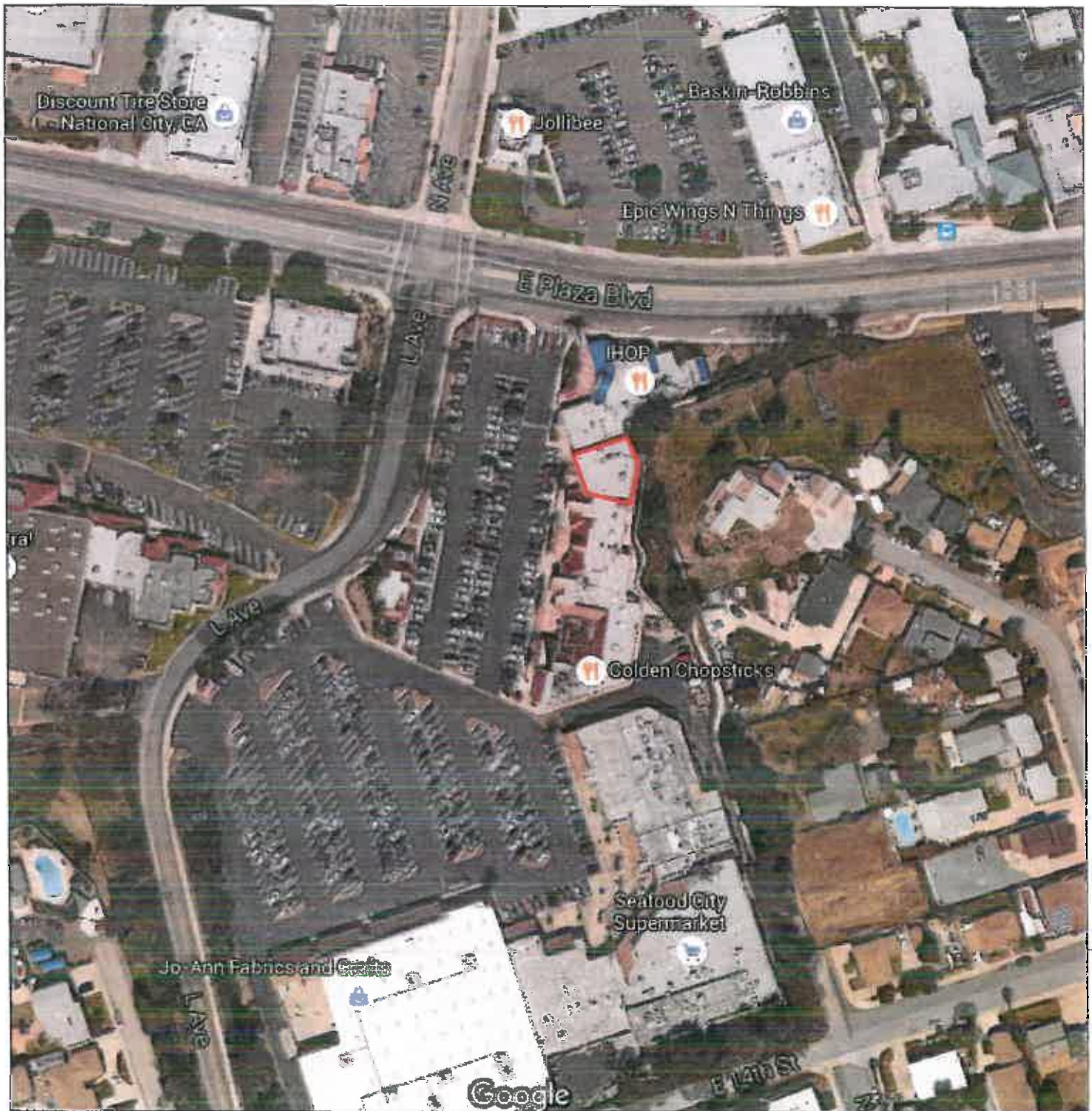
The Planning Commission approved the Conditional Use Permit.

Ayes: Alvarado, Baca, Bush, Flores, Garcia, Yamane Absent: DelaPaz

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2016-02 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2015-21 CUP – Yi Sushi (beer and wine) – Overhead





CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: CONTINUED PUBLIC HEARING – CONDITIONAL USE PERMIT FOR BEER AND WINE SALES AT YI SUSHI RESTAURANT TO BE LOCATED AT 1430 EAST PLAZA BLVD., SUITE E-7B.

Case File No.: 2015-21 CUP

Location: South side of Plaza Blvd and east of “L” Ave in Bay Plaza

Staff report by: Martin Reeder – Principal Planner

Applicant: Cheung Sushi Corporation

Property owner: ROIC California, LLC

Combined General Plan/
Zoning designation: MXD-2 (Major Mixed-Use District)

Staff Recommendation: Approve based on attached findings and subject to attached Conditions of Approval

BACKGROUND

Yi Sushi has applied for a Conditional Use Permit (CUP) to sell beer and wine as an accessory use to a proposed restaurant. Alcohol sales hours would be from 9 a.m. to 11 p.m. daily. A Type 41 (On-Sale Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

Previous Action

The Planning Commission held a public hearing on this item at their meeting of February 8, 2016. The Commission discussed crime statistics, the community meeting, traffic, and economic opportunities. One community member spoke in opposition of the proposed alcohol sales. The Commission continued the item in order for the applicant to be present. The original staff report is attached for your review.

OPTIONS

1. Approve 2015-21 CUP subject to the conditions listed below, based on attached findings; or
2. Deny 2015-21 CUP based on attached findings and/or findings to be determined by the Planning Commission; or
3. Continue the item in order to obtain additional information.

ATTACHMENT

February 8, 2016 staff report including recommended findings and conditions.



MARTIN REEDER, AICP
Principal Planner



BRAD RAULSTON
Executive Director



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: CONDITIONAL USE PERMIT FOR BEER AND WINE SALES AT YI SUSHI RESTAURANT TO BE LOCATED AT 1430 EAST PLAZA BLVD., SUITE E-7B.

Case File No.: 2015-21 CUP

Location: South side of Plaza Blvd and east of "L" Ave in Bay Plaza

Assessor's Parcel No.: 557-322-14

Staff report by: Martin Reeder – Principal Planner

Applicant: Cheung Sushi Corporation

Property owner: ROIC California, LLC

Combined General Plan/
Zoning designation: MXD-2 (Major Mixed-Use District)

Adjacent land use/zoning:

North: Commercial across Plaza Blvd. / MXD-2

East: Residential use (separated by grade) / RS-2

South: Commercial uses within Bay Plaza / MXD-2

West: Commercial (South Bay Plaza) across 'L' Ave. / MXD-2

Environmental review: Not a project per CEQA

Staff Recommendation: Approve based on attached findings and subject to attached Conditions of Approval

BACKGROUND

Yi Sushi has applied for a Conditional Use Permit (CUP) to sell beer and wine as an accessory use to a proposed restaurant. Alcohol sales hours would be from 9 a.m. to 11 p.m. daily. A Type 41 (On-Sale Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

Site Characteristics

The project location is a 1,504 square-foot suite within Bay Plaza, located at 1430 E. Plaza Blvd., in the Major Mixed-Use District (MXD-2) zone. The area is mostly adjacent to other commercial uses including Plaza Village Center to the north across Plaza Blvd., and South Bay Plaza Shopping Center to the east across "N" Avenue. Single-family residential uses are located to the east in the Small Lot Residential (RS-2) zone, atop a large embankment.

Proposed Use

The applicant is proposing to open a new sushi restaurant in an existing 1,504 square-foot commercial suite. The floor plan provided with this application shows 29 seats, 6 of which would be at a sushi counter. The applicant wishes to sell beer and wine in the restaurant, which requires a Conditional Use Permit (CUP). Alcohol would be delivered to the table upon request. Proposed operations and alcohol sales hours are 9:00 a.m. to 11:00 p.m. daily. No live entertainment is proposed. The business would be the second outlet in San Diego County, with the other being located in El Cajon.

Analysis

Section 18.30.050 of the National City Land Use Code allows for on-site alcohol sales with an approved CUP. Additional requirements for alcohol CUP's include expanded notification, a community meeting, and distance requirements.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications, as was done in this case; 559 people were notified by mail of this public hearing.

Community Meeting – Pursuant to Section 18.30.050 (C), a community meeting was held Wednesday, December 23, 2015 at 5:30 pm at the subject restaurant. The meeting advertisement is attached. According to the applicant, no-one appeared for the community meeting.

Distance Requirements – Chapter 18.030.050 (D) requires a 660-foot distance from sensitive uses such as schools. However, restaurants with greater than 30% of their area devoted to seating (which applies in this case) are exempt from these distance requirements. There are no schools within 660 feet. The nearest school is Central Elementary School, which is located approximately a half-mile away.

Required findings

The Municipal Code contains required findings for Conditional Use Permits. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Major Mixed-Use District zone pursuant to a Conditional Use Permit, and the proposed alcohol sales meet the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent with the Major Mixed-Use land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing commercial space, which was already analyzed for traffic impacts when it was constructed. In addition, because the sale of alcohol would be accessory to the sale of food, no measurable increase in traffic is expected. Access to and from the site is provided by Plaza Blvd., an arterial street operating at a Level of Service (LOS) of B. The current Average Daily Trip (ADT) capacity of Plaza Blvd. is 40,000 with a current ADT of 17,300; therefore, it is not expected that alcohol sales would result in an increase in ADT such that the LOS would be affected.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed use would be accessory to a restaurant use, which will be located in an existing commercial area. The addition of alcohol sales is not expected to increase the demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use will be compatible with other nearby businesses that also sell alcohol as an accessory use. In addition, the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is identical to other commercial uses in the area, which are permitted by right in the mixed-use zones. Given that there is no calculable increase in traffic and no other impacts are anticipated, staff is of the opinion that the project would not result in any physical changes to the environment.

7. That the proposed use is deemed essential and desirable to the public convenience or necessity, because it will contribute to the continued viability of a restaurant, an established and allowed use in the Major Mixed-Use District Zone.

In this case the alcohol sales will contribute to the viability of a restaurant, an established and allowed use in the Major Mixed-Use District Zone. Alcohol sales would add to the convenience of the consumer, in that there would be additional dining options available where alcohol is sold.

There are also three findings for denial based on the high crime designation and the amount of existing on-sale outlets, as discussed in the "Alcohol Sales Concentration/Location" section below.

Department and Agency Comments

Alcohol Sales Concentration/Location

Per ABC, there are currently twelve on-sale permits issued in this census tract (117). These permits are:

Name	Address	License Type*	CUP
Royal Mandarin	1132 E. Plaza Blvd.	41	Y
Golden Chopsticks	1430 E. Plaza Blvd.	41	Y
VFW Post 4630	1401 Highland Ave.	52	-
Chuck E Cheese	1143 Highland Ave	41	Y
Karina's	1705 Highland Ave.	41	Y
Panda Palace	1105 E. Plaza Blvd.	41	Y
Ginza Sushi	925 E. Plaza Blvd.	41	Y
Lai Thai	1430 E. Plaza Blvd.	41	Y
American Legion Post 255	35 E. 18 th St.	52	-
Wingstop	932 Highland Ave	41	Y
Café La Maze	1441 Highland Ave.	47	-
Grill House at Big Ben	106 E. 8 th St.	41	Y

* Type 41 - On-Sale Beer and Wine for Bona Fide Public Eating Place

Type 47 - On-Sale General for Bona Fide Public Eating Place

Type 52 - Veterans' Club

Of the twelve licenses, ten are restaurants and two are private licenses (VFW and American Foreign Legion). The subject use is consistent with other on-sale businesses, all of which are consistent with the MXD-2 zone. Two of the restaurants are in the same part of Bay Plaza (Lai Thai and Golden Chopsticks).

Census tract 117 includes the area of the City between East 8th and 18th Street, and between National City Blvd. and Palm Avenue. The attached census tract map shows the location of the subject tract. ABC recommends a total of eight on-sale alcohol permits be issued in this census tract, where twelve exist.

Police Department

Crime statistics provided by the Police Department (PD) indicate that the reporting area (Beat 21) had a most recent (January to August 2015) crime rate of 420.9%, above the 120% considered to be a high crime area. Crimes are categorized as either Part I or Part II crimes. Part I crimes are serious crimes such as homicide, robbery, assault, burglary, vehicle theft, etc. Part II crimes are less serious in nature and less commonly reported. Part II crimes include simple assault, embezzlement, narcotics, and weapons charges (among others). There is generally no specific crime reporting for alcohol-related occurrences. Alcohol is typically just referenced as a contributing factor to a particular crime (robbery, assault, etc.).

Consistent with recent policy, PD provided a Risk Assessment report on the property. The assessment assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, the proposed business received 15 points, which would indicate a medium risk. The Risk Assessment is attached.

Institute for Public Strategies (IPS)

IPS made mention of the license over-concentration in the census tract and encouraged that staff and management attend Responsible Beverage Sales and Service training. The training is included as a Condition of Approval.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions specific to on-sale alcohol sales per Council policy 707 (alcohol incidental to food, hours of operation, RBSS training, etc.).

Summary

The proposed use is consistent with the General Plan, because alcohol sales for on-site consumption are a conditionally-allowed use in the Major Mixed-Use District Zone. The proposed use would be accessory to a restaurant use in an existing commercial area, which is not expected to increase the demand for parking or other services on the property. The addition of alcohol sales is not expected to have any significant effects on the area. Although the census tract in which the business is located is over-concentrated

with regard to on-sale alcohol licenses, the proposed business would be a family restaurant where alcohol will only be available with the sale of food.

OPTIONS

1. Approve 2015-21 CUP subject to the conditions listed below, based on attached findings; or
2. Deny 2015-21 CUP based on attached findings and/or findings to be determined by the Planning Commission; or
3. Continue the item in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Applicant's Plans (Exhibit A, case file no. 2015-21 CUP, dated 9/1/2015)
5. Community meeting advertisement
6. Police Department and Institute for Public Strategies comments
7. Census Tract Map and Police Beat Map
8. Public Hearing Notice (Sent to 559 property owners and occupants)



MARTIN REEDER, AICP
Principal Planner



BRAD RAULSTON
Executive Director

RECOMMENDED FINDINGS FOR APPROVAL

2015-21 CUP, 1430 Plaza Blvd. #E7-B

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales for on-site consumption are a conditionally-allowed use in the Major Mixed-Use District Zone.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant use is consistent with the Major Mixed-Use land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. Furthermore, the property is not within a Specific Plan area.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, because the proposed use would be accessory to a proposed restaurant use in an existing commercial area, and because the sale of beer is not expected to appreciably increase traffic on Plaza Blvd. based on the current capacity and traffic numbers.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed use would be accessory to a proposed restaurant use in an existing commercial area, which is not expected to increase the demand for parking on the property.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be compatible with other nearby businesses; and because the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use is not a project per the Act; There is no calculable increase in traffic and no other impacts are anticipated; therefore, the project would not result in any physical changes to the environment.
7. That the proposed use is deemed essential and desirable to the public convenience and necessity, because it will contribute to the viability of a restaurant, an established and allowed use in the Major Mixed-Use District Zone,

which would add to the convenience of the consumer, in that there would be additional dining options available where alcohol is sold.

8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED FINDINGS FOR DENIAL

2015-21 CUP, 1430 Plaza Blvd. #E7-B

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to on-sale alcohol outlets – twelve on-sale outlets are permitted where eight are recommended by the California Department of Alcoholic Beverage Control – and the area has a high crime rate.
2. That the proposed use is not deemed essential and desirable to the public convenience and necessity, because twelve other on-sale alcohol outlets are located in the same census tract as the subject property.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED CONDITIONS OF APPROVAL

2015-21 CUP, 1430 Plaza Blvd. #E7-B

General

1. This *Conditional Use Permit* authorizes the sale of beer at a restaurant to be located at 1430 Plaza Blvd. #E7-B. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2015-21 CUP, dated 9/1/2015.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Planning

6. The sale of alcoholic beverages shall be limited to between the hours of 9:00 a.m. and 11:00 p.m. daily.
7. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be

necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.

9. Alcohol shall be available only in conjunction with the purchase of food.
10. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.

Police

11. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.



1430 E. plaza blvd, suite e-7B
National City, CA 91950

Telephone: (858)-335-0818

Dear Our Neighbors

Yi Sushi would like to announce that we will open our new Sushi restaurant at
1430 E. plaza blvd, suite e-7B
National City, CA 91950

For complying to National city requirement of CUP (Condition Use Permit), we are sending you this letter to notify our neighbors for purpose of Yi Sushi Restaurant would like to apply for beer and wine license. Therefore we are holding a public meeting on **Wednesday Dec 23 of 2015** from **5:30 pm – 6:30 pm** at the same location above

If you have any concern or if you have any questions regarding to our new restaurant, please contact us at (858)-335-0818 or you can come to above meeting, we will try our best to answer any questions that you may have

Best Regards

Hui Yin Cheung



NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 09/10/15

BUSINESS NAME: Yi Sushi

ADDRESS: 1430 East Plaza Blvd. #E-7B, National City, CA 91950

OWNER NAME: Cheung Sushi Corp DOB: N/A

OWNER ADDRESS: 1430 East Plaza Blvd. #E-7B, National City, CA 91950

(add additional owners on page 2)

I. Type of Business

- ☒ Restaurant (1 pt)
☐ Market (2 pts)
☐ Bar/Night Club (3 pts)

II. Hours of Operation

- ☐ Daytime hours (1 pt)
☒ Close by 10pm (2 pts)
☐ Close after 10pm (3 pts)

III. Entertainment

- ☒ Music (1 pt)
☐ Live Music (2 pts)
☐ Dancing/Live Music (3 pts)

IV. Crime Rate

- ☐ Low (1 pt)
☐ Medium (2 pts)
☒ High (3 pts)

V. Alcohol Businesses per Census Tract

- ☐ Below (1 pt)
☐ Average (2 pts)
☒ Above (3 pts)

Notes:

Crime Rate - over 120%

Census Tract - 117

Allowed Type - (8) On-sale

(4) Off-sale

Current Licenses - (12) On-sale

(8) Off-sale

Oversaturated Census Tract

VI. Calls for Service at Location (for previous 6 months)

- ☐ Below (1 pt)
☐ Average (2 pts)
☒ Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- ☐ Mostly commercial businesses (1 pt)
☒ Some businesses, some residential (2 pts)
☐ Mostly residential (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 15

VIII. Owner(s) records check

- ☒ No criminal incidents (0 pts)
☐ Minor criminal incidents (2 pts)
☐ Multiple/Major criminal incidents (3 pts)

OWNER NAME: Unknown DOB: _____

OWNER ADDRESS: _____

OWNER NAME: Unknown DOB: _____

OWNER ADDRESS: _____

Recommendation:

- NCPD does not have a proactive enforcement unit for ABC outlets.
- (8) On-sale licenses are allowed, census tract 219 - currently have (12) On-sale
- (4) Off-sale licenses are allowed, census tract 219 - currently (8) Off-Sale
- High crime area - This Census Tract encompasses all four police beats (service areas)
- Beat 20 - 409.9%; Beat 21 - 420.9%; Beat 23 - 329.9% and Beat 24 - 237.5%
- License oversaturation and above the crime rate per service area.
- Per ABC a high crime rate is above 120% average based on an ABC equation.

Completed by: Graham Young, Lt Badge ID: 365



**ABC Report
2015 ABC Report NCPD**

Required Parameters

Reporting Period: 01/2015 to 08/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat

Prior Report Number: B98S328R

Total Part 1 Crime and Part 2 Arrest for Agency: 2,924

Total Beat: 14

Average Total per Beat: 208.9

(120% or above is High Crime Area indicated by *)

	Beat	Totals	% Average by Beat
1	011	0	0.0%
2	014	0	0.0%
3	020	856	409.8%*
4	021	879	420.9%*
5	023	689	329.9%*
6	024	496	237.5%*
7	434	0	0.0%
8	441	0	0.0%
9	514	0	0.0%
10	521	0	0.0%
11	722	0	0.0%
12	999	4	1.9%



ABC Report
2015 ABC Report NCPD

Required Parameters

Reporting Period: 01/2015 to 08/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 020

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	4
ROBBERY	31
AGGRAVATED ASSAULT	20
BURGLARY	22
LARCENY	219
MOTOR VEHICLE THEFT	40
Total Part I Crime:	336

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	10
OTHER PART II CRIMES	292
CHILD AND FAMILY	8
DEADLY WEAPONS	9
EMBEZZLEMENT	3
FRAUD	7
GAMBLING	0
MALICIOUS MISCHIEF	4
NARCOTICS	118
SEX CRIMES	8
FORGERY	1
OTHER NON-CRIMINAL	60
Total Part II Arrest:	520

Beat Total = Part I Crime + Part II Arrest: 856

BeatAve. (Agency / Beat): 208.9

Agency Wide Total = Part 1 Crime + Part II Arrest: 2,924

Beat Total as % of Beat Average: : 409.8%

(120% is considered high crime area)



ABC Report
2015 ABC Report NCPD

Required Parameters

Reporting Period: 01/2015 to 08/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 021

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	3
ROBBERY	31
AGGRAVATED ASSAULT	50
BURGLARY	51
LARCENY	157
MOTOR VEHICLE THEFT	60
Total Part I Crime:	352

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	14
OTHER PART II CRIMES	347
CHILD AND FAMILY	14
DEADLY WEAPONS	5
EMBEZZLEMENT	0
FRAUD	11
GAMBLING	0
MALICIOUS MISCHIEF	2
NARCOTICS	90
SEX CRIMES	7
FORGERY	0
OTHER NON-CRIMINAL	37
Total Part II Arrest:	527

Beat Total = Part I Crime + Part II Arrest: 879

BeatAve. (Agency / Beat): 208.9

Agency Wide Total = Part 1 Crime + Part II Arrest: 2,924

Beat Total as % of Beat Average: : 420.9%

(120% is considered high crime area)



**ABC Report
2015 ABC Report NCPD**

Required Parameters

Reporting Period: 01/2015 to 08/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 023

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	4
ROBBERY	31
AGGRAVATED ASSAULT	36
BURGLARY	36
LARCENY	231
MOTOR VEHICLE THEFT	45
Total Part I Crime:	383

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	8
OTHER PART II CRIMES	191
CHILD AND FAMILY	5
DEADLY WEAPONS	4
EMBEZZLEMENT	1
FRAUD	1
GAMBLING	0
MALICIOUS MISCHIEF	2
NARCOTICS	61
SEX CRIMES	1
FORGERY	0
OTHER NON-CRIMINAL	32
Total Part II Arrest:	306

Beat Total = Part I Crime + Part II Arrest: 689

BeatAve. (Agency / Beat): 208.9

Agency Wide Total = Part I Crime + Part II Arrest: 2,924

Beat Total as % of Beat Average: : 329.9%

(120% is considered high crime area)



ABC Report
2015 ABC Report NCPD

Required Parameters

Reporting Period: 01/2015 to 08/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 024

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	2
ROBBERY	9
AGGRAVATED ASSAULT	29
BURGLARY	17
LARCENY	52
MOTOR VEHICLE THEFT	43
Total Part I Crime:	152

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	6
OTHER PART II CRIMES	251
CHILD AND FAMILY	7
DEADLY WEAPONS	5
EMBEZZLEMENT	4
FRAUD	4
GAMBLING	0
MALICIOUS MISCHIEF	3
NARCOTICS	37
SEX CRIMES	1
FORGERY	2
OTHER NON-CRIMINAL	24
Total Part II Arrest:	344

Beat Total = Part I Crime + Part II Arrest: 496

BeatAve. (Agency / Beat): 208.9

Agency Wide Total = Part 1 Crime + Part II Arrest: 2,924

Beat Total as % of Beat Average: : 237.5%

(120% is considered high crime area)



(12) ON-SALE
(8) OFF-SALE

California Department of Alcoholic Beverage Control
For the County of SAN DIEGO - (Retail Licenses)
and Census Tract = 117

Report as of 9/20/2015

	License Number	Status	License Type	Orig. Iss. Date	Expir. Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1)	132502	SUREND	48	2/23/1983	2/29/2016	FRED DEMEO INC 999 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-3203 Census Tract: 0117.00	TROPHY LOUNGE	2426 WILBUR AVE SAN DIEGO, CA 92109	3708
2)	176179	ACTIVE	41	9/30/1985	12/31/2015	CEC ENTERTAINMENT INC 1143 HIGHLAND AVE NATIONAL CITY, CA 91950 Census Tract: 0117.00	CHUCK E CHEESES 439	PO BOX 152077 IRVING, TX 75015-2077	3708
3)	286176	ACTIVE	41	7/14/1993	6/30/2016	WOO, MARIO L 1132 E PLAZA BLVD, STES 205 & 206 NATIONAL CITY, CA 91950 Census Tract: 0117.00			3708
4)	323832	ACTIVE	21	5/6/1997	4/30/2016	FORTUNE COMMERCIAL CORPORATION 1420 E PLAZA BLVD, STE C NATIONAL CITY, CA 91950 Census Tract: 0117.00	SEAFOOD CITY SUPERMARKET	2883 SURVEYOR ST POMONA, CA 91768-3251	3708
5)	373003	ACTIVE	21	2/5/2001	1/31/2016	BIG BEN MARKET CORP THE 108 E 8TH ST NATIONAL CITY, CA 91950 Census Tract: 0117.00	BIG BEN MARKET		3708
6)	385071	ACTIVE	52	3/29/2002	8/31/2015	VFW THOMAS H COSBY JR POST 4630 1401 HIGHLAND AVE NATIONAL CITY, CA 91950 Census Tract: 0117.00	THOMAS H COSBY JR POST 4630		3708
7)	393935	ACTIVE	41	11/13/2002	11/30/2015	GOLDEN CHOPSTICKS CHINESE RESTAURANT LLC 1430 E PLAZA BLVD, E22-23A NATIONAL CITY, CA 91950 Census Tract: 0117.00	GOLDEN CHOPSTICKS CHINESE RESTAURANT		3708
8)	400787	ACTIVE	20	3/10/2004	6/30/2016	WAL MART STORES INC 1200 HIGHLAND AVE NATIONAL CITY, CA 91950-3541 Census Tract: 0117.00	WAL MART STORE 5023	702 SW 8TH ST, DEPT 8916 ATTN: TIM FARRAR BENTONVILLE, AR 72716-6209	3708
9)	409819	ACTIVE	41	7/26/2005	6/30/2016	CONTRERAS CURIEL CORP 1705 HIGHLAND AVE NATIONAL CITY, CA 91950 Census Tract: 0117.00	KARINAS MEXICAN STYLE SEAFOOD EXPRESS	986 BROADWAY CHULA VISTA, CA 91911	3708
10)	446671	ACTIVE	41	12/22/2006	11/30/2015	GINZA CORPORATION 925 E PLAZA BLVD, #G NATIONAL CITY, CA 91950-3549	GINZA SUSHI		3708

						Census Tract: 0117.00			
11)	456482	ACTIVE	21	5/20/2008	6/30/2016	SMART & FINAL STORES LLC 1220 E PLAZA BLVD, STE 510 NATIONAL CITY, CA 91950-3610	SMART & FINAL 347	800 CITADEL DR LOS ANGELES, CA 90040-1562	3708
						Census Tract: 0117.00			
12)	475178	ACTIVE	41	2/17/2009	10/31/2015	RNN INTERNATIONAL INC 1430 E PLAZA BLVD, # E10 11 NATIONAL CITY, CA 91950-3607	LAI THAI RESTAURANT		3708
						Census Tract: 0117.00			
13)	478720	ACTIVE	21	11/26/2009	10/31/2015	GARFIELD BEACH CVS LLC 11201 E PLAZA BLVD NATIONAL CITY, CA 91950-3609	CVS PHARMACY #138	1 CVS DR, MAIL DROP 23062A WOONSOCKET, RI 02895-6143	3708
						Census Tract: 0117.00			
14)	481874	ACTIVE	47	10/27/2009	9/30/2015	KAPETANIOS, CHRISTOS 1441 HIGHLAND AVE NATIONAL CITY, CA 91950-4623	CAFE LA MAZE		3708
						Census Tract: 0117.00			
15)	517396	ACTIVE	41	5/14/2012 3:54:24 PM	4/30/2016	BY THE BORDER WINGS INC 932 HIGHLAND AVE NATIONAL CITY, CA 91950	WINGSTOP	360 KIELY BLVD STE 270 SAN JOSE, CA 95129	3708
						Census Tract: 0117.00			
16)	528098	ACTIVE	20	11/15/2013 4:03:29 PM	6/30/2016	7 ELEVEN INC 1539 HIGHLAND AVE NATIONAL CITY, CA 91950-4625	7 ELEVEN #2131-35538	PO BOX 219088, ATT: 7 ELEVEN LICENSING DALLAS, TX 75221-9088	3708
						Census Tract: 0117.00			
17)	529838	ACTIVE	21	9/27/2013 1:59:42 PM	2/29/2016	TOBIYA, RANI S 916 E 8TH ST, BLDG A STE 3 NATIONAL CITY, CA 91950-2566	WILSON LIQUOR		3708
						Census Tract: 0117.00			
18)	535856	ACTIVE	41	10/16/2013 9:22:18 AM	9/30/2015	MSW FOODS INC 1105 E PLAZA BLVD, STES D & E NATIONAL CITY, CA 91950	PANDA PALACE CHINESE RESTAURANT		3708
						Census Tract: 0117.00			
19)	558696	ACTIVE	21	9/10/2015 9:09:42 AM	5/31/2018	DSM RETAIL INC 1535 E 18TH ST NATIONAL CITY, CA 91950-5024	BOTTLES & MORE LIQUOR		3708
						Census Tract: 0117.00			
20)	57253	ACTIVE	52	1/1/1994	3/31/2016	LARRY E BENNETT POST 255 THE AMERICAN LEGION DEPAR 35 E 18TH ST NATIONAL CITY, CA 91950	LARRY E BENNETT POST 255		3708
						Census Tract: 0117.00			

--- End of Report ---

Environmental Scan for Alcohol License C.U.P.

Yi Sushi Restaurant

1430 Plaza Blvd., Suite E-7B National City, CA 91950

September 14, 2015

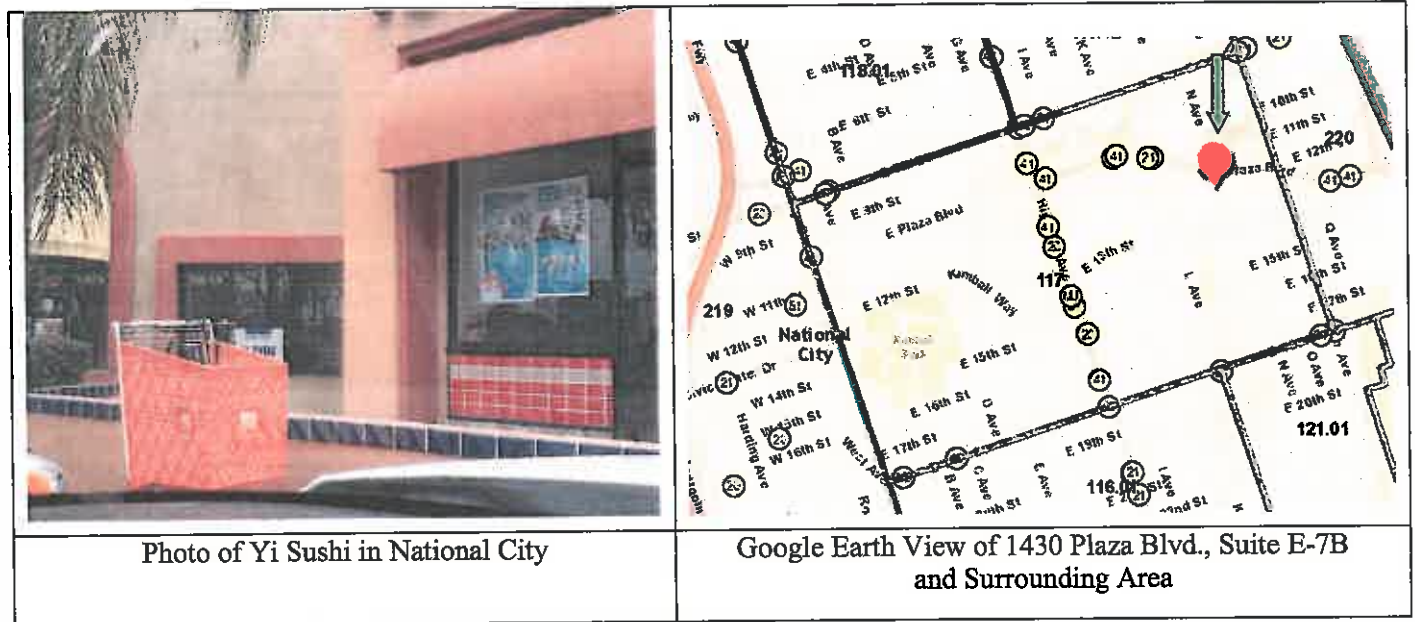


Photo of Yi Sushi in National City

Google Earth View of 1430 Plaza Blvd., Suite E-7B and Surrounding Area

According to the ABC, six (7) on-site licenses are authorized for Census Tract 117, the census track within the area of which the Y. Sushi Restaurant is located. Currently there are twelve (12) on-sale licenses issued for the Census Tract is 117. This number exceeds the census track allocation by 5.

The business is the Yi Sushi, it will be a restaurant with sales of food from a menu and beverages. During a scan of the business and property the following was noted:

The business is one of several small businesses located in one strip of property, with other businesses, single-family residences, multi-unit housing and hotels in the immediate area.

Churches

Outlet Density

Map from ABC.CA.Gov Website Showing Alcohol Outlets in National City

Census Tracts

	Off-Sale	On-Sale
Tract 117 <i>Establishment is within this tract</i>	Allowed: 4 Actual: 8 Number Above/Below Allowable: +5	Allowed: 7 Actual: 12 Above/Below: +5
Neighboring Census Tracts		
Census Tract 0118.01	Allowed: 2 Actual: 2 Number Above/Below Allowable: -	Allowed: 4 Actual: 4 Above/Below: -
Census Tract 118.02	Allowed: 4 Actual: 5 Number Above/Below Allowable: +1	Allowed: 7 Actual: 7 Above/Below: -

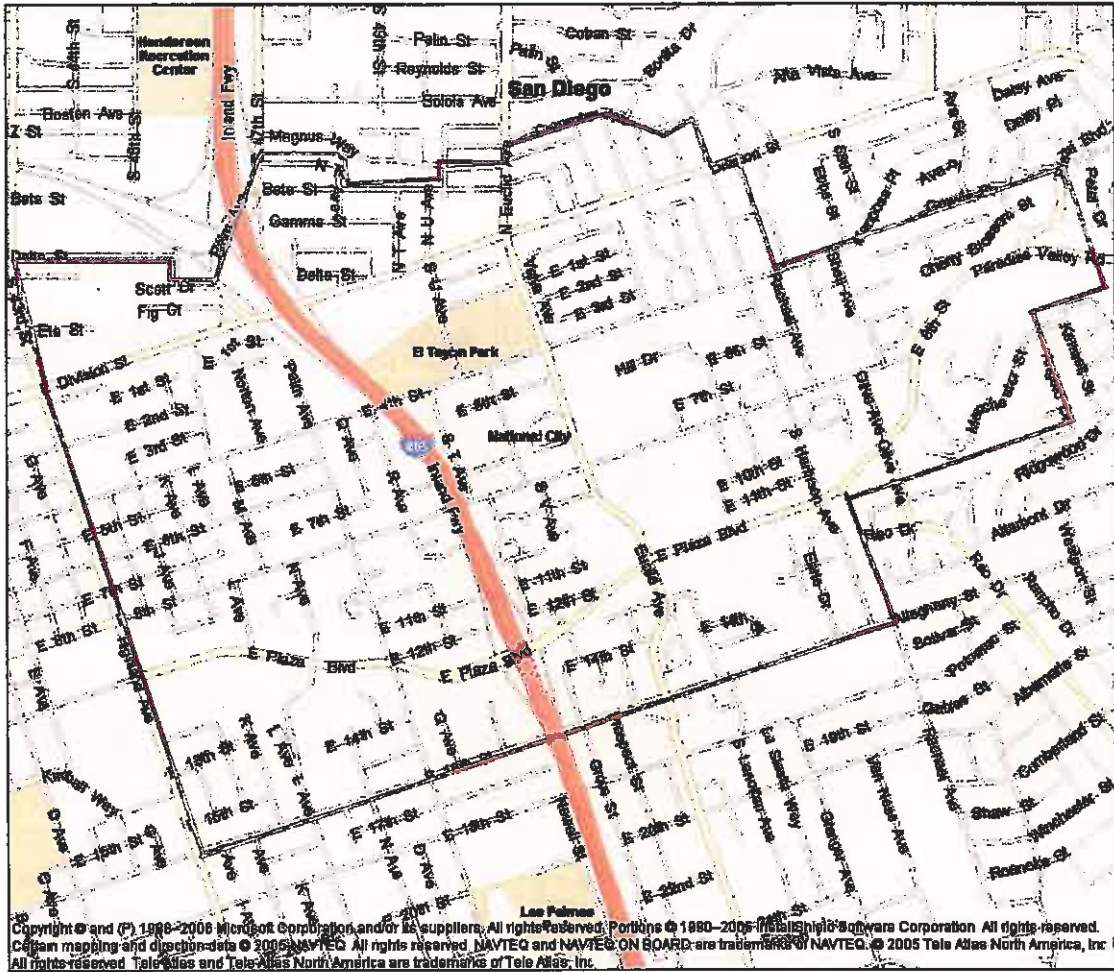
Crime Rate

Please refer to Police Department report.

Considerations

The Crime Rate is unknown for this location. A follow up request for this information from personnel within the City of National City, may result in obtaining the crime rate for this location.

We would recommend that the staff, management, and owner attend the Responsible Beverage Sales and Service training.



City of National City Beat 21

Source: Microsoft Mappoint
NCPD CAU, 4/18/07



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR BEER AND WINE SALES
AT YI SUSHI RESTAURANT TO BE LOCATED AT
1430 EAST PLAZA BLVD., SUITE E-7B.
CASE FILE NO.: 2015-21 CUP
APN: 557-322-14

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, February 8, 2016**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Cheung Sushi Corporation)

The applicant is proposing to sell beer and wine at a new sushi restaurant in an existing 1,504 square-foot commercial suite. Proposed operations and alcohol sales hours are 9:00 a.m. to 11:00 p.m. daily. No live entertainment is proposed.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received on or before 12:00 p.m., **February 8, 2016**, by the Planning Department who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENTS

Kne **BRAD RAULSTON**
Executive Director

RESOLUTION NO. 2016-02

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A
CONDITIONAL USE PERMIT FOR BEER AND WINE SALES
AT YI SUSHI RESTAURANT TO BE LOCATED AT
1430 EAST PLAZA BLVD., SUITE E-7B.
CASE FILE NO. 2015-21 CUP
APN: 557-322-14**

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at Yi Sushi restaurant to be located at 1430 East Plaza Blvd., suite E-7B at duly advertised public hearings held on February 8 and March 7, 2016, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2015-21 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearings held on February 8 and March 7, 2016, support the following findings:

- 1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales for on-site consumption are a conditionally-allowed use in the Major Mixed-Use District Zone.**
- 2. That the proposed use is consistent with the General Plan and any applicable specific plans, because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant use is consistent with the Major Mixed-Use land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. Furthermore, the property is not within a Specific Plan area.**

3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, because the proposed use would be accessory to a proposed restaurant use in an existing commercial area, and because the sale of beer is not expected to appreciably increase traffic on Plaza Blvd. based on the current capacity and traffic numbers.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed use would be accessory to a proposed restaurant use in an existing commercial area, which is not expected to increase the demand for parking on the property.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be compatible with other nearby businesses; and because the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use is not a project per the Act; There is no calculable increase in traffic and no other impacts are anticipated; therefore, the project would not result in any physical changes to the environment.
7. That the proposed use is deemed essential and desirable to the public convenience and necessity, because it will contribute to the viability of a restaurant, an established and allowed use in the Major Mixed-Use District Zone, which would add to the convenience of the consumer, in that there would be additional dining options available where alcohol is sold.
8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This *Conditional Use Permit* authorizes the sale of beer at a restaurant to be located at 1430 Plaza Blvd. #E7-B. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2015-21 CUP, dated 9/1/2015.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.

3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Planning

6. The sale of alcoholic beverages shall be limited to between the hours of 9:00 a.m. and 11:00 p.m. daily.
7. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
9. Alcohol shall be available only in conjunction with the purchase of food.
10. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.

Police

11. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of March 7, 2016, by the following vote:

AYES: Garcia, Yamane, Baca, Bush, Flores, Alvarado

NAYS: None

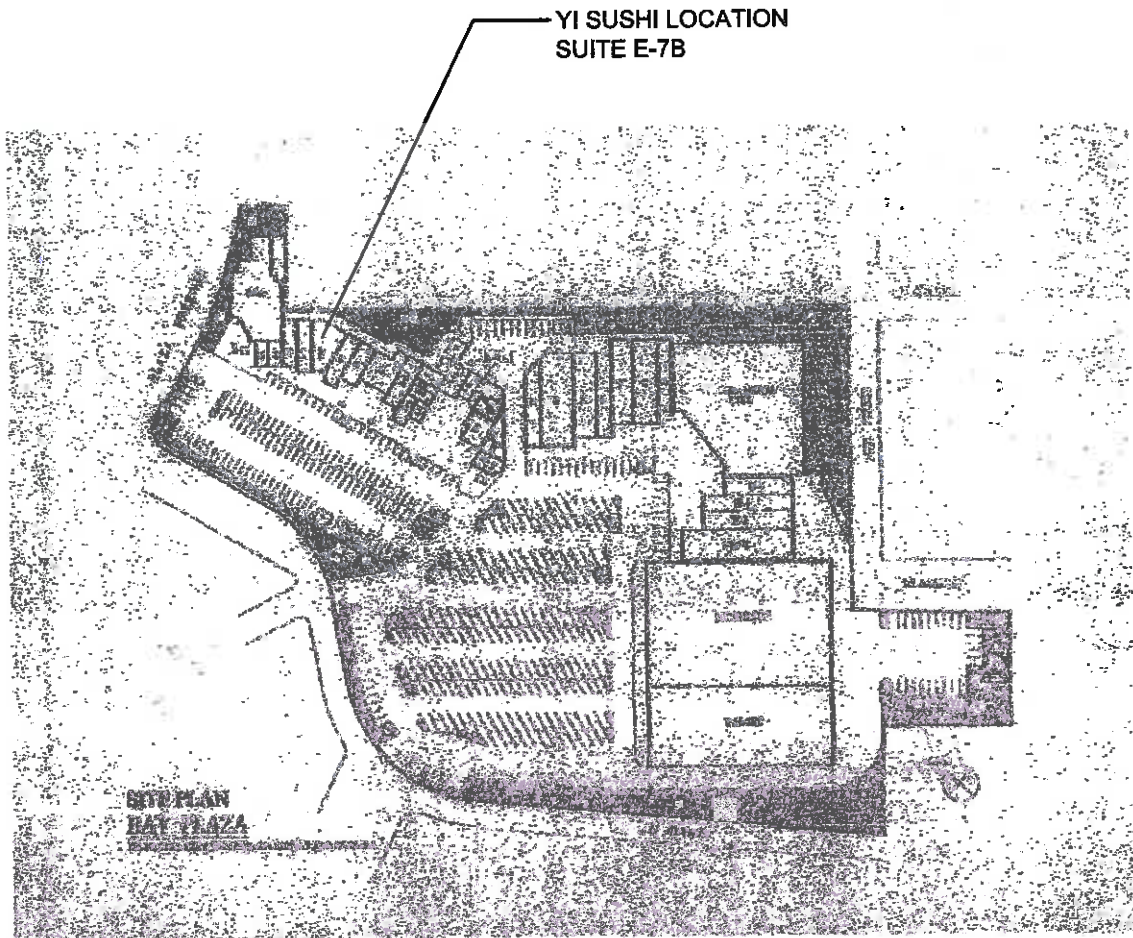
ABSENT: Dela Paz

ABSTAIN: None



CHAIRPERSON

EXHIBIT: **A**
CASE FILE NO.: 2015-21 CUP
DATE: 9/11/15



SITE PLAN



NORTH

SCALE:

NO SCALE

DC CAD, Inc.
Drafting and Design Services
7422 Batista Street
San Diego, California, 92111
858.279.5231 Fax 858.279.1108

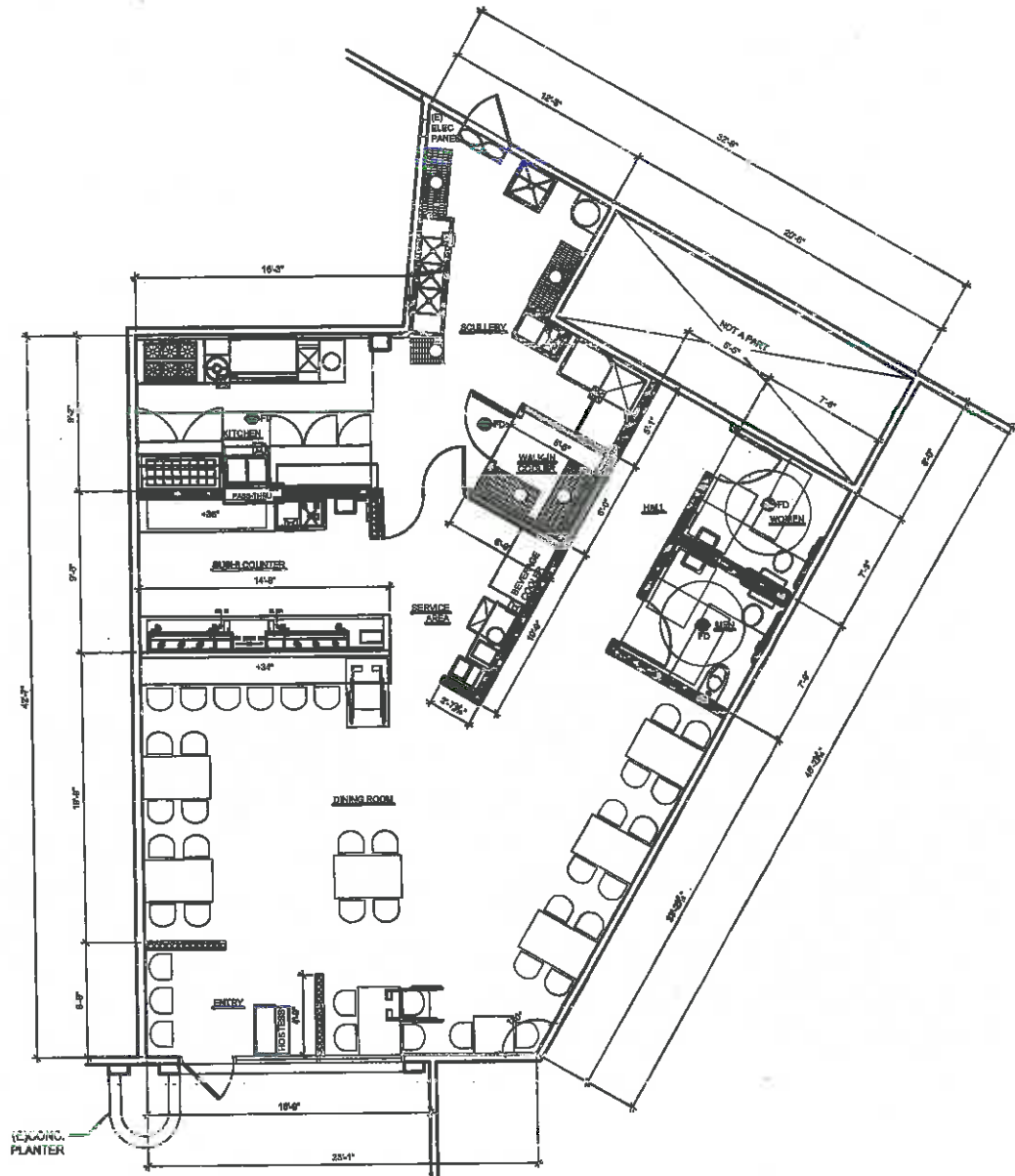
YI SUSHI
CONDITIONAL USE PERMIT
1430 E. PLAZA BLVD., SUITE E-7B
NATIONAL CITY, CA 91950

DWG. NO.

CUP-05

PROJECT NO.
15329

DATE ISSUED:
08.10.2015



FLOOR PLAN



SCALE: 3/32" = 1'-0"

DC CAD, Inc.
Drafting and Design Services
 7422 Batieta Street
 San Diego, California, 92111
 658.279.5231 Fax 658.279.1108

YI SUSHI
 CONDITIONAL USE PERMIT
 1430 E. PLAZA BLVD., SUITE E-7B
 NATIONAL CITY, CA 91950

DWG. NO.
CUP-04

PROJECT NO. 15329
 DATE ISSUED: 08.10.2015



FRONT (SOUTHWEST) ELEVATION

SCALE:

NO SCALE

DC CAD, Inc.
Drafting and Design Services
 7422 Batleta Street
 San Diego, California, 92111
 858.279.5231 Fax 858.279.1108

YI SUSHI
 CONDITIONAL USE PERMIT
 1430 E. PLAZA BLVD., SUITE E-7B
 NATIONAL CITY, CA 91950

DWG. NO.

CUP-06

PROJECT NO.
 15329

DATE ISSUED:
 08.10.2015

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Planned Development Permit and Coastal Development Permit for a storage building 922 W. 23rd Street. (Applicant: Michael Reading) (Case File 2015-29 PD, CDP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: [April 5, 2016]

AGENDA ITEM NO. []

ITEM TITLE:

[Notice of Decision – Planning Commission approval of a Planned Development Permit and Coastal Development Permit for a storage building 922 W. 23rd Street. (Applicant: Michael Reading) (Case File 2015-29 PD, CDP)]

PREPARED BY: [Martin Reeder, AICP] 

DEPARTMENT: [Planning]

PHONE: 336-4313

APPROVED BY: 

EXPLANATION:

[The applicant has applied for a Planned Development Permit and Coastal Development Permit for a carport-type storage building at the historic Santa Fe Railroad Depot and museum. The purpose of the building is to house San Diego Electric Railway Car #54 that was constructed in 1903. The railway car is constructed mostly of wood, hence the need for the storage building. The applicant represents the San Diego Electric Railway Association (SDERA) who operates the museum on the Depot property.

Planning Commission conducted a public hearing on March 7, 2016. Commissioners asked questions regarding museum operations, findings, and conditions of approval. The Commission voted to approve the Conditional Use Permit based on attached findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. []

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures)

ORDINANCE: [] **INTRODUCTION:** []

FINAL ADOPTION: []

STAFF RECOMMENDATION:

[Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.]

BOARD / COMMISSION RECOMMENDATION:

[The Planning Commission approved the Conditional Use Permit.

Ayes: Alvarado, Baca, Bush, Flores, Garcia, Yamane | Absent: DeLaPaz

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2016-03 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2015-29 PD, CDP – Santa Fe Depot – Overhead





CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – PLANNED DEVELOPMENT PERMIT
AND COASTAL DEVELOPMENT PERMIT FOR A
STORAGE BUILDING AT 922 W. 23RD STREET.

Case File No.: 2015-29 PD, CDP

Location: Santa Fe Railroad Depot (West 23rd Street and Harrison
Avenue)

Assessor's Parcel Nos.: 760-235-77

Staff report by: Michael Fellows, Assistant Planner

Applicant: Michael Reading (San Diego Electric Railway Car
Association)

Zoning designation: CT-PD-CZ (Tourist Commercial – Planned Development –
Coastal Zone)

Adjacent zoning:

North: Industrial / MM-CZ (Medium Manufacturing – Coastal Zone)

East: Vacant Lots / CT-PD-CZ

South: Industrial / MM-CZ

West: Industrial / MM-CZ

Environmental review: Categorically Exempt pursuant to Class 3 Section 15303
(New Construction or Conversion of Small Structures)

Staff recommendation: Approve based on attached findings and subject to attached
Conditions of Approval

BACKGROUND

Site characteristics

The subject property is developed with the historic Santa Fe Railroad Depot located at 900 W. 23rd Street. The property is owned by the City and leased to the San Diego Electric Railway Association (SDERA) who operates the National City Depot Museum. The museum educates the public regarding local railway history. Its displays include both interior and exterior displays of historic railway items, including the outdoor display of railway cars.

The 1.1 acre property is zoned CT-PD-CZ (Tourist Commercial - Planned Development - Coastal Zone). The property fronts on Bay Marina Drive but is only accessible from West 23rd Street. The property dimensions are approximately 90 feet by 510 feet. The property is located across Bay Marina Drive from the Marina Gateway development (Best Western, Goodies Bar & Grill, etc.).

Proposed use

The applicant is proposing to construct a 20-foot by 50-foot by 15-½-foot storage building to display and protect their historic street car #54 from the elements. The storage building would be a metal carport-type building constructed with a gable roof. The metal panels on the building would have the appearance of wood shiplap-type siding. The finish colors would be required to be consistent with the Depot building, which is tan with brown accents.

History

The Santa Fe Railroad Depot is a Nationally Registered historic building constructed in 1882. It was the first terminus of transcontinental rail travel in the San Diego area. The Depot is the oldest railroad related structure in San Diego County and possibly California; it exists in its original location. The City restored both the interior and exterior of the Depot in 1998.

San Diego Electric Railway Company street car #54 was built in San Diego from the bodies of two former railway cars that were constructed in the late 1800's. Car #54 was on display in Old Town San Diego near the Whaley House during the 1960's and 70's until it was moved to Balboa Park, where it was displayed inside what is now the San Diego History Center.

Analysis

Coastal Zone

The property is located in the in the Coastal Zone; therefore, the City's previous General Plan and zoning requirements apply. The reason is that the revised General Plan and Land Use Code have not yet been submitted to or approved by the Coastal Commission. Ultimately the CT (Tourist Commercial) zoning designation is the same on both the current and past zoning maps.

General Plan

The previous General Plan calls for restoration of the Santa Fe Depot, so that it could serve as a tourist destination that would attract commercial businesses to the area north of Paradise Marsh and upgrade surrounding properties. There is one policy (Community Design Policy Y of the Overall Urban Framework chapter) that applies in this case:

- **Y.** The City will continue to encourage and assist efforts for the preservation, maintenance and restoration of historically significant buildings and sites.

In addition, the current General Plan contains three policies in the Open Space Element which mention historic properties. The proposal is consistent with and furthers the goals of all three policies. The policies are as follows:

- **Policy OS-8.3:** Facilitate the maintenance and upkeep of historic resources to avoid the need for major rehabilitation and to reduce the risks of demolition, loss through fire or neglect, or impacts from natural disasters.
- **Policy OS-8.6:** Promote the preservation, rehabilitation, restoration, and/or reconstruction, as appropriate, of contextual elements (e.g., structures, landscapes, street lamps, street trees, signs) related to historic structures, districts, or areas.
- **Policy OS-8.7:** Support and encourage the accessibility of important cultural resources to the public for educational, religious, cultural, scientific, and other purposes, including the establishment of museums and facilities accessible to the public, where such resources can be appropriately studied, exhibited, curated, etc.

The proposed storage building is necessary to display and preserve Railway Car #54. Display of San Diego Electric Railway Car #54 helps the city achieve the policies above by expanding the Depot museum's exhibition, potentially improving its draw as a tourist destination. Also, the museum contributes to preservation of the Santa Fe Depot since the museum's operators are responsible for the maintenance of the Depot building.

Land Use Code (previous version)

Land Use Code (LUC) Chapter 18.139 regulates historic properties and requires that applicants for building permits involving significant alterations to historic structures notify the City Council and the National City Historic Society.

In this case, there are no changes proposed to the historic Santa Fe Depot; however, the Planning Department requested the applicant approach the National City Historic Society with the proposal since the storage building is accessory to the Depot and it could aesthetically impact the Depot building.

The National City Historic Society supports the applicant's proposal to construct the storage building (letter attached). Furthermore, the applicant submitted a letter from the Save Our Heritage Organisation stating that architectural design of the proposed building is consistent with the Depot and emphasized the importance of protecting the railway car.

The proposed development meets all development standards for the CT zone, including: setbacks, building height, floor area ratio, and maximum lot coverage. The structure also meets code requirements that metal buildings have the architectural appearance of a conventionally-built structure, as the applicant is proposing metal panels that have the appearance of wood paneling. The building finish color must be similar to that of the historic depot (Condition of Approval No. 7).

Local Coastal Program

The Planning Department is required to determine the appropriate type of Coastal Development Permit for properties located in the Coastal Zone. In this case, the application is a non-appealable development since the location is outside of the Coastal Commission's area of appeal that is located south of 24th Street.

The Local Coastal Plan (LCP) also requires that a finding be made that the granting of a Planned Development Permit is consistent with and implements the requirements of the certified LCP. This finding is discussed below as finding No. 1 for the Coastal Development Permit.

Required findings (Planned Development Permit)

The Land Use Code contains four required findings for Planned Development Permits including:

1. That the site for the proposed use is adequate in size and shape.

The proposed storage building meets all development standards for the CT-PD-CZ zone including: building setbacks, maximum building height, and floor area ratio.

2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic potentially generated by the proposed use.

The existing Santa Fe Depot and museum currently has sufficient access from W. 23rd Street. The proposed storage building is an accessory building that is not projected to generate any additional traffic to the site.

3. That the proposed use will not have an adverse effect upon adjacent or abutting properties.

The proposal is for an accessory structure/use to the existing Santa Fe Railroad Depot and Railway Car Museum. Neighboring properties are zoned Medium Manufacturing, which allows for more objectionable uses than the storage building.

4. That the proposed use is deemed essential and desirable to the public convenience or welfare.

The accessory structure is proposed to preserve a historic railway car that expands offerings of the Railway Museum, an educational use.

Required findings (Coastal Development Permit)

The City's Local Coastal Program contains a separate finding required for the Coastal Development Permit, as follows:

1. That the granting of this Coastal Development Permit is consistent with and implements the Certified Local Coastal Program.

The Local Coastal program requires the applicant obtain a Coastal Development Permit for the structure, hence this application. Furthermore, the proposed structure and use conform with provisions of the Land Use Code, as required by the Local Coastal Program.

California Environmental Quality Act (CEQA)

The proposed project has been reviewed in compliance with the California Environmental Quality Act. Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures) that includes accessory structures including garages and carports, for which a Notice of Exemption will be filed subsequent to approval of this Planned Development Permit.

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. The Government Code provides "Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences." as an example of such structures. Therefore, the proposed accessory structure would be consistent with this section.

Department Comments

Comments were received from the Building and Fire Departments. The comments have been included as Conditions of Approval. The Building Department is requiring compliance with codes related to construction of the building and requiring a new address be requested; the Fire Department is requiring compliance with codes related to fire protection the building.

Summary

The Santa Fe Railroad Depot is a nationally registered historic building operated as a museum. The restoration and display of San Diego Railway Car #54 would expand the museum's exhibition which ultimately contributes to preservation of the Santa Fe Depot. The storage building is necessary to preserve Railway Car #54 at the site. It is consistent with the General Plan, Land Use Code, and Local Coastal Program. Furthermore the application is supported by both the National City Historic Society and Save Our Heritage Organisation.

OPTIONS

1. Approve 2015-29 PD, CDP subject to the conditions listed below, based on attached findings and/or findings to be determined by the Planning Commission; or
2. Deny 2015-29 PD, CDP based findings to be determined by the Planning Commission; or
3. Continue the item in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings for Approval
2. Recommended Conditions
3. Overhead
4. Site photos
5. Applicant's Plans (Exhibit B, case file no. 2015-29 PD, dated 2/1/2016)
6. Public Hearing Notice (Sent to 6 property owners)
7. Notice of Exemption
8. National City Historic Society and Save Our Heritage Organisation letters



MICHAEL FELLOWS
Assistant Planner



for **BRAD RAULSTON**
Executive Director

RECOMMENDED FINDINGS FOR APPROVAL
OF THE PLANNED DEVELOPMENT PERMIT
Case File No. 2015-29 PD, CDP – 922 W. 23rd Street

1. That the site for the proposed use is adequate in size and shape, because the proposed storage building meets all development standards for the CT-PD-CZ zone including: building setbacks, maximum building height, and floor area ratio.
2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic potentially generated by the proposed use, because the existing Santa Fe Railroad Depot and museum currently has sufficient access from W. 23rd Street, and the proposed storage building is an accessory building that is not projected to generate any additional traffic to the site.
3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the proposal is for an accessory structure/use to the existing Santa Fe Railroad Depot and Railway Car Museum, and because neighboring properties are zoned Medium Manufacturing that allows for more objectionable uses than the storage building.
4. That the proposed use is deemed essential and desirable to the public convenience or welfare, because the accessory structure is proposed to preserve a historic railway car that expands offerings of the Railway Museum, an educational use.

RECOMMENDED FINDING FOR APPROVAL
OF THE COASTAL DEVELOPMENT PERMIT
Case File No. 2015-29 PD, CDP – 922 W. 23rd Street

1. That the granting of this Coastal Development Permit is consistent with and implements the Certified Local Coastal Program, because the Local Coastal program requires the applicant obtain a Coastal Development Permit for the structure, hence this application. Furthermore, the proposed structure and use conform with provisions of the Land Use Code, as required by the Local Coastal Program.

RECOMMENDED CONDITIONS OF APPROVAL
Case File No. 2015-29 PD, CDP – 922 W. 23rd Street

General

1. This *Planned Development Permit and Coastal Development Permit* authorize a storage building at 922 W. 23rd Street. Except as required by Conditions of Approval, all plans submitted for permits associated with the project shall conform with Exhibit A, case file no. 2015-29 PD, CDP, dated 2/1/16. No construction or demolition is approved as part of this approval.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk** and submitted to the National City Planning Department.
3. Before this Planned Development Permit and Coastal Development Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of the permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate said permit.** The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
4. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.

Building

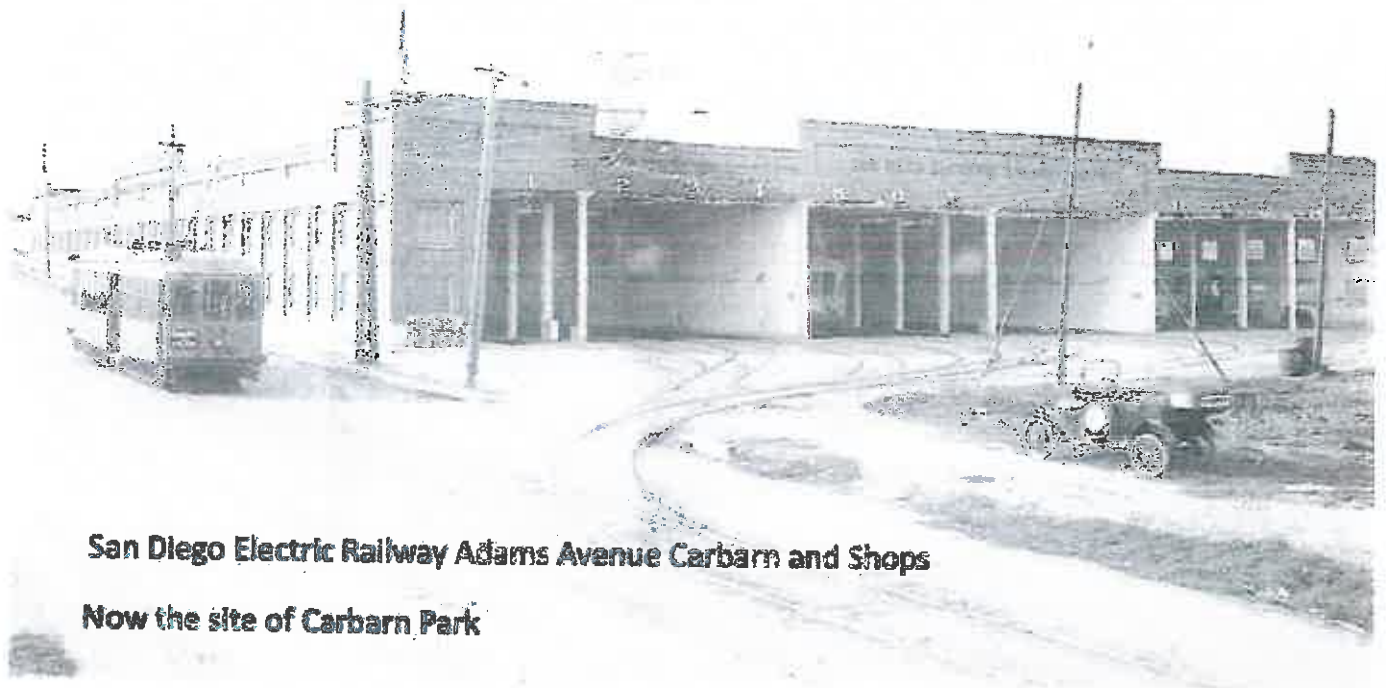
5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy, and Fire Codes, the National City Municipal Code, and any other applicable state and local codes. The applicant must submit a request and obtain a new address for the proposed building.

Fire

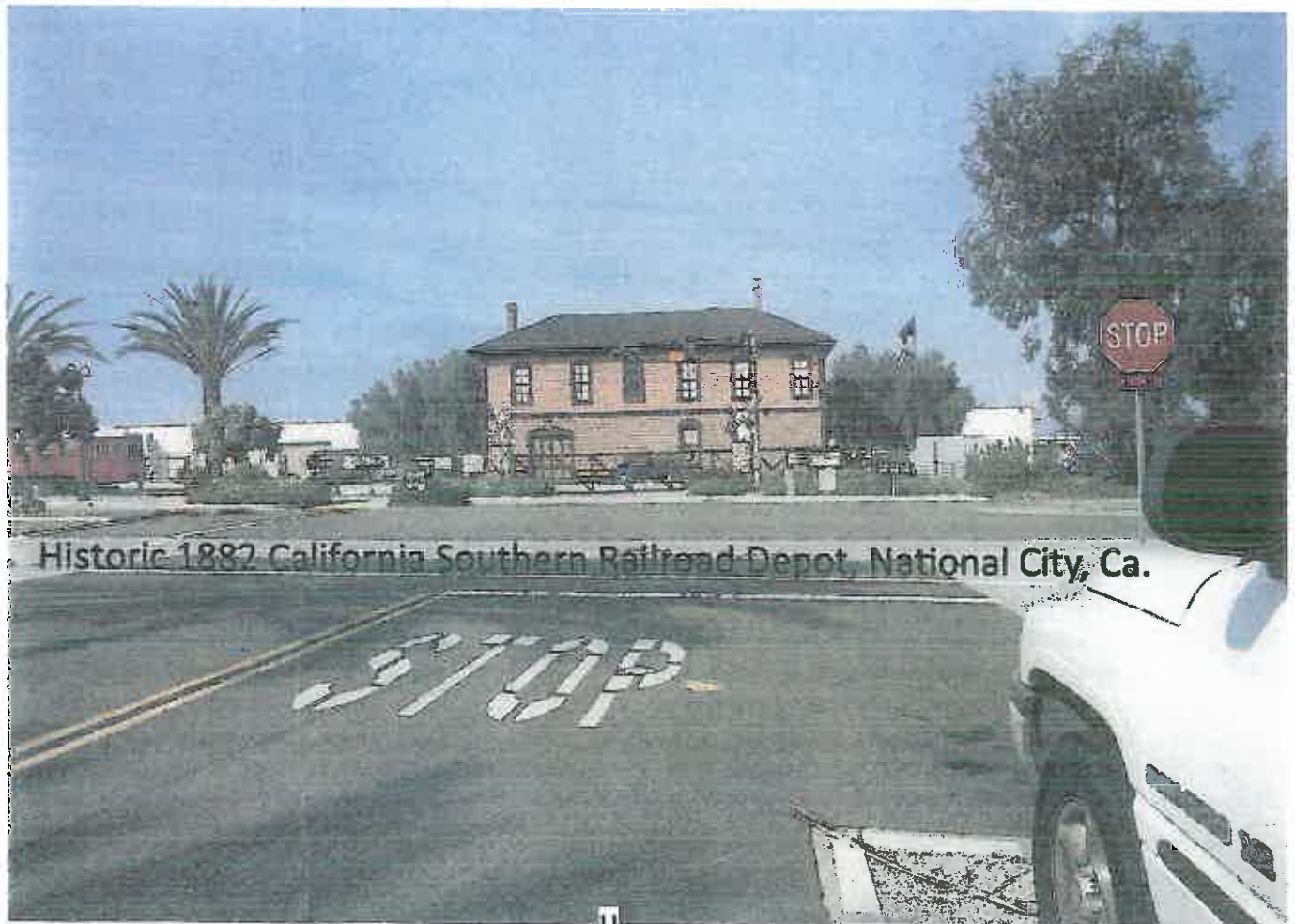
6. Plans submitted for improvements must comply with the 2013 editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA), and the current edition of the California Code of Regulations.

Planning

7. The metal building must be constructed to have the appearance of a conventionally built structure, consistent with [previous] Land Use Code section 18.16.340.
8. The storage building finish colors must be consistent with the Santa Fe Depot.



San Diego Electric Railway Adams Avenue Car barn and Shops
Now the site of Car barn Park



Historic 1882 California Southern Railroad Depot, National City, Ca.



Historic 1882 California Southern Railroad Depot, National City, Ca.

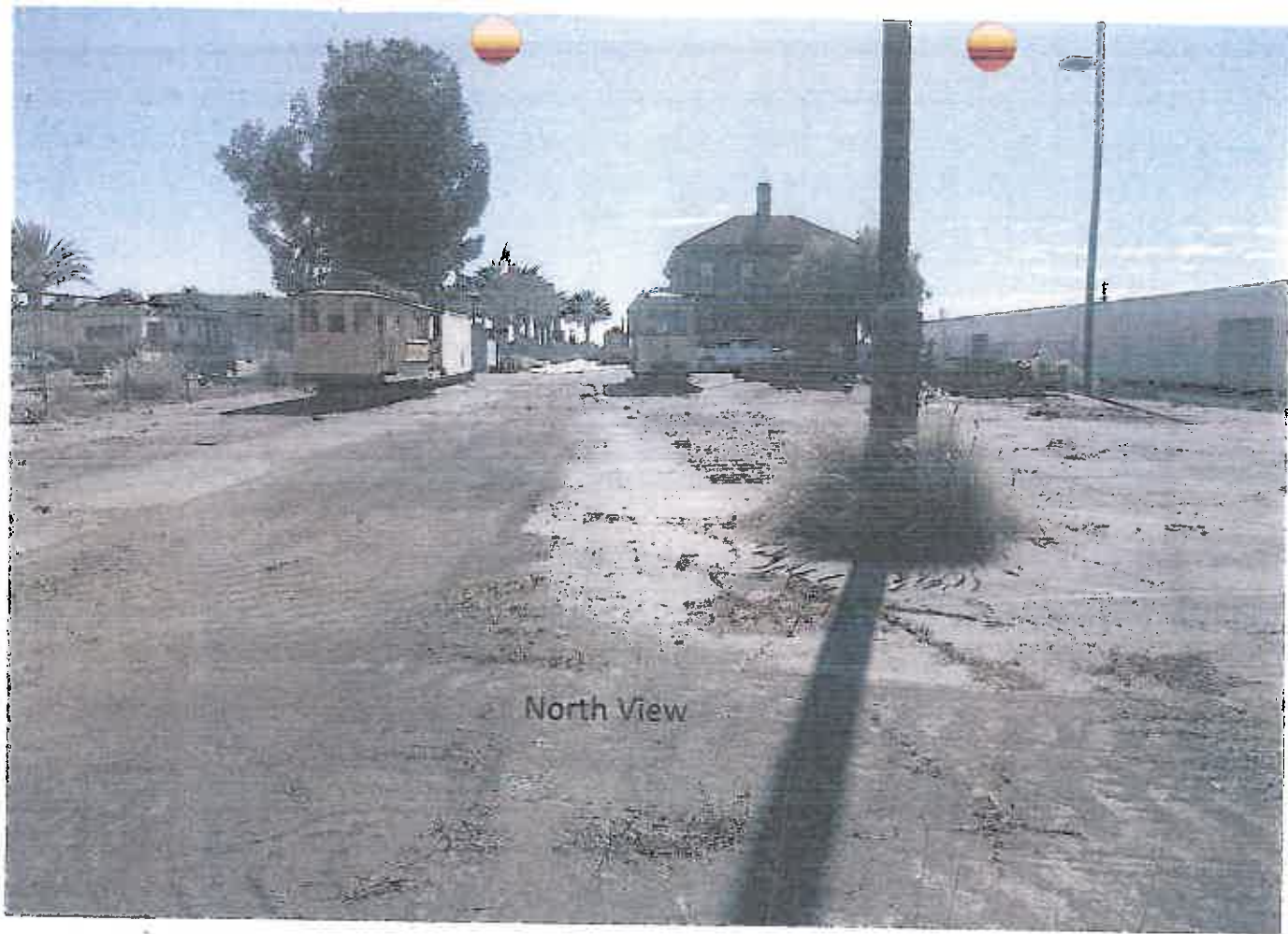




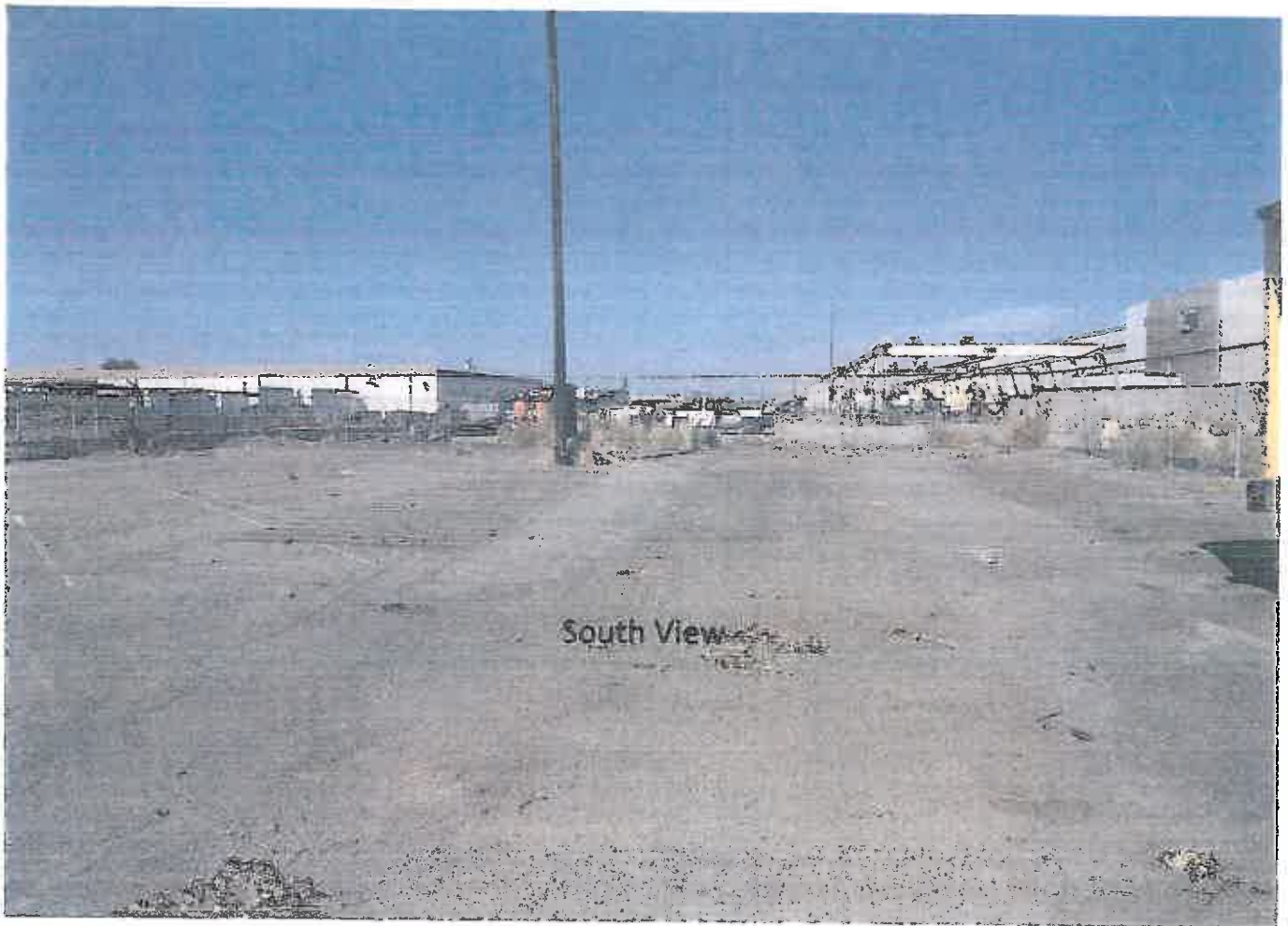
East View



West View



North View



South View



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

**PLANNED DEVELOPMENT PERMIT AND COASTAL DEVELOPMENT PERMIT
FOR A STORAGE BUILDING AT 922 W. 23RD STREET,
CASE FILE NO.: 2015-29 PD, CDP
APN: 760-235-77**

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, March 7, 2016**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Michael Reading)

The applicant wishes to construct a storage building at the historic Santa Fe Railroad Depot to protect and display a historic railway car (railway car #54) at the site. The proposed building would be 20' wide, 50' long, and 16' tall.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Department on or before 12:00 p.m., **March 7, 2016**, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON
Executive Director



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: County Clerk
County of San Diego
P.O. Box 1750
1600 Pacific Highway, Room 260
San Diego, CA 92112

Project Title: 2015-29 PD, CDP

Project Location: 922 W. 23rd Street, National City, CA, APN: 760-235-77

Contact Person: Michael Fellows

Telephone Number: (619) 336-4315

Description of Nature, Purpose and Beneficiaries of Project:

Planned Development Permit and Coastal Development Permit for a storage building for a historic railway car at the Santa Fe Railroad Depot museum.

Applicant:

Michael Reading
3556 Atlas Street
San Diego, CA 92111

Telephone Number:

(619) 917-1843

Exempt Status:

☒ **Categorical Exemption. Class 3 Section 15303 (New Construction or Conversion of Small Structures)**

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment since the proposed building is an accessory structure to protect a historic railway car from degradation.

Date:

MICHAEL FELLOWS
Assistant Planner



National City Historical Society

December 11, 2014

To whom it may concern

The National City Historical Society supports the construction of a building to house San Diego Electric Railway Car #54 at the National City Depot.

SDERy Car #54 is an important part of San Diego transportation history, along with being the oldest San Diego streetcar in existence.

We understand the building will be large enough to cover other, future acquisitions of San Diego Electric Railway Association, as well as a facility to restore Car # 54.

The work of the San Diego Electric Railway Association (SDERA) at the National City Depot is an important contribution to National City and it's history.

Please continue to support them in their endeavors to display and promote National City and San Diego History

Janice Martinelli

President

National City Historical Society

932 A Ave.

National City, California 91950

1615 East 4th Street • National City, CA 91950

www.nationalcityhistoricalsociety.org

(619) 477-3451 • grangerhall@aol.com



Save Our Heritage Organisation

Saving San Diego's Past for the Future

October 20, 2014

Re: Car shed National City Depot

To Whom It May Concern:

We have reviewed the plans submitted by the San Diego Electric Railway Association. They are consistent with the architectural heritage of the depot site and will provide an extremely important facility to restore and protect some of San Diego County's earliest and most important rail related vehicles including Car 54, the oldest streetcar in our region.

We urge approval of these plans as time is of the essence to protect these historic resources.

Bruce Coons
Executive Director
Save Our Heritage Organisation (SOHO)

BOARD OF DIRECTORS

Jaye MacAskill, President • David Goldberg, Vice President • Jessica McGee, Treasurer • John Eisenhart, Secretary
M. Wayne Donaldson • Erik Hanson • Paul Johnson • Nancy Moors • John Oldenkamp • Scott Sandel • Sandor Shapery • Kiley Wallace • Elizabeth Weems
Bruce Coons, Executive Director

2476 San Diego Avenue • San Diego CA 92110 • www.sohosandiego.org • 619/297-9327 • 619/291-3576 fax

RESOLUTION NO. 2016-03

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A PLANNED DEVELOPMENT PERMIT AND
A COASTAL DEVELOPMENT PERMIT FOR A
STORAGE BUILDING AT 922 W. 23RD STREET.
CASE FILE NO. 2015-29 PD, CDP
APN: 760-235-77**

WHEREAS, the Planning Commission of the City of National City considered a Planned Development Permit and Coastal Development Permit for a storage building to be located at 922 W. 23rd Street at a duly advertised public hearing held on March 7, 2016, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2015-29 PD, CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, the State of California Department of Finance approved a Long Range Property Management Plan on December 30, 2015 directing the transfer of the Property to the City of National City for government use; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on March 7, 2016, support the following findings:

FINDINGS FOR APPROVAL OF THE PLANNED DEVELOPMENT PERMIT

- 1. That the site for the proposed use is adequate in size and shape, because the proposed storage building meets all development standards for the CT-PD-CZ zone including: building setbacks, maximum building height, and floor area ratio.**
- 2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic potentially generated by the proposed use, because the existing Santa Fe Railroad Depot and museum currently has sufficient access from W. 23rd Street, and the proposed storage building is an accessory building that is not projected to generate any additional traffic to the site.**
- 3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the proposal is for an accessory structure/use to the existing**

Santa Fe Railroad Depot and Railway Car Museum, and because neighboring properties are zoned Medium Manufacturing that allows for more objectionable uses than the storage building.

4. That the proposed use is deemed essential and desirable to the public convenience or welfare, because the accessory structure is proposed to preserve a historic railway car that expands offerings of the Railway Museum, an educational use.

FINDING FOR APPROVAL OF THE COASTAL DEVELOPMENT PERMIT

1. That the granting of this Coastal Development Permit is consistent with and implements the Certified Local Coastal Program, because the Local Coastal program requires the applicant obtain a Coastal Development Permit for the structure, hence this application. Furthermore, the proposed structure and use conform with provisions of the Land Use Code, as required by the Local Coastal Program.

BE IT FURTHER RESOLVED that the applications for Planned Development and Coastal Development Permit is approved subject to the following conditions:

General

1. This *Planned Development Permit and Coastal Development Permit* authorize a storage building at 922 W. 23rd Street. Except as required by Conditions of Approval, all plans submitted for permits associated with the project shall conform with Exhibit A, case file no. 2015-29 PD, CDP, dated 2/1/16. No construction or demolition is approved as part of this approval.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk** and submitted to the National City Planning Department.
3. Before this Planned Development Permit and Coastal Development Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of the permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate said permit.** The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
4. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.

Building

5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy, and Fire Codes, the National City Municipal Code, and any other applicable state and local codes. The applicant must submit a request and obtain a new address for the proposed building.

Fire

6. Plans submitted for improvements must comply with the 2013 editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA), and the current edition of the California Code of Regulations.

Planning

7. The metal building must be constructed to have the appearance of a conventionally built structure, consistent with Land Use Code section 18.16.340.
8. The storage building finish colors must be consistent with the Santa Fe Depot.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of March 7, 2016, by the following vote:

AYES: Garcia, Yamane, Baca, Bush, Flores, Alvarado

NAYS: None

ABSENT: Dela Paz

ABSTAIN: None



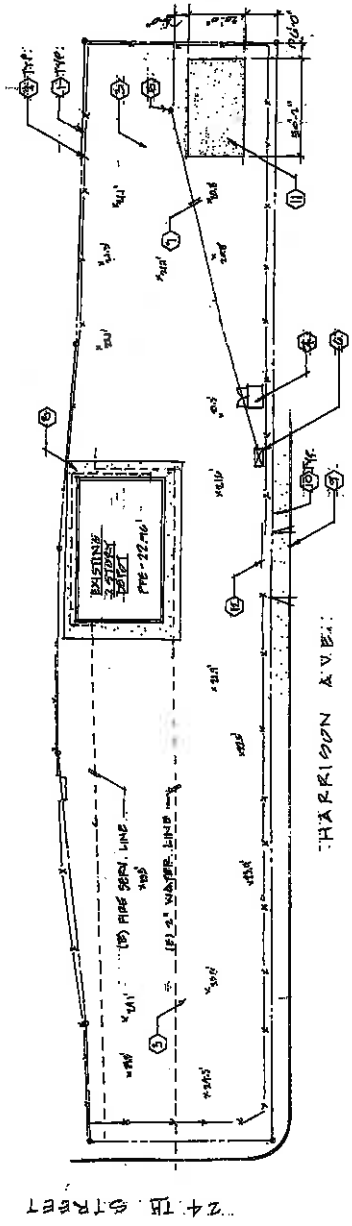
CHAIRPERSON

SCOPE OF WORK:
 1. CONSTRUCT NEW STREET
 2. METAL CANOPY ENCLOSURE
 3. REPAIR TO "ROBUST SITE"
 4. DRAWINGS (SHEET 1, 2 & 3)

SHEET INDEX:
 1. THIS SHEET
 2. PROPOSED LINES
 3. ELEVATIONS
 4. DETAILS & PROFILES

LEGAL DESCRIPTION:
 TRACT 2, PLACED IN THE PUBLIC RECORDS OF
 THE OFFICE OF THE CLERK OF SUPERIOR COURT IN
 SAN DIEGO ON AUGUST 2, 1970.
 BENCHMARK:
 BENCHMARK 1000000/10TH ST. E. 10TH ST.
 1000000/10TH ST. E. 10TH ST. 1000000
 BASIS OF DIMENSIONS:
 CENTERLINE OF HARRISON AVE. PER PLAT
 N 11° 42' 30" W

- NOTES:
1. (A) PROPERTY LINE
 2. (B) FENCE
 3. (C) EXISTING
 4. (D) TRASH ENCLOSURE
 5. (E) PAVER POLE
 6. (F) ELEC. METER BOX
 7. (G) UNDERGROUND POWERLINE
 8. (H) CONC. WALKWAY
 9. (I) CONC. ASPHALT
 10. (J) CONC. SIDEWALK
 11. (K) EXISTING NEW METAL
 12. (L) EXISTING NEW METAL
 13. (M) EXISTING NEW METAL
 14. (N) EXISTING NEW METAL
 15. (O) EXISTING NEW METAL
 16. (P) EXISTING NEW METAL
 17. (Q) EXISTING NEW METAL
 18. (R) EXISTING NEW METAL
 19. (S) EXISTING NEW METAL
 20. (T) EXISTING NEW METAL
 21. (U) EXISTING NEW METAL
 22. (V) EXISTING NEW METAL
 23. (W) EXISTING NEW METAL
 24. (X) EXISTING NEW METAL
 25. (Y) EXISTING NEW METAL
 26. (Z) EXISTING NEW METAL



EXISTING SITE PLAN

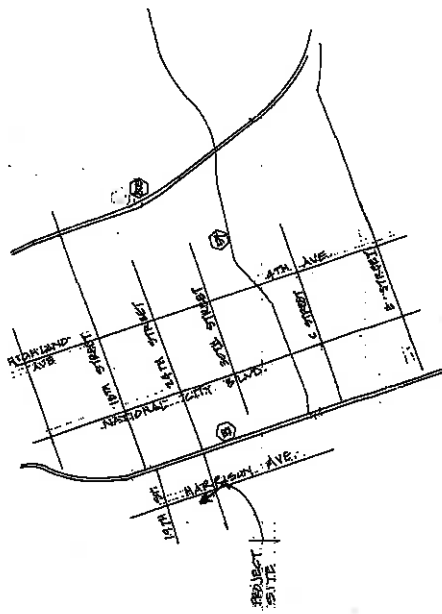


EXHIBIT: A
 CASE FILE NO.: 2015-29 PA, COP
 DATE: 2/11/16

VICINITY MAP
 N.T.S.



The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Inflatable World hosted by Inflatable World Corporation at Westfield Plaza Bonita Mall from April 13, 2016 thru September 12, 2016 with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Inflatable World hosted by Inflatable World Corporation at Westfield Plaza Bonita Mall from April 13, 2016 thru September 12, 2016 with no waiver of fees.

PREPARED BY: [Dionisia Trejo]

DEPARTMENT: Neighborhood Services Department

PHONE: [(619) 336-4255]

APPROVED BY: 

EXPLANATION:

This is a request from Inflatable World Corporation to hold Inflatable World at 3030 Plaza Bonita Road from April 13, 2016 thru September 12, 2016. This outdoor inflatable amusement park will feature slides, obstacle courses and bouncers for child entertainment surrounded by temporary fencing for perimeter safety and carpet for flooring.

This park is open to the public and paid admission grants unlimited play time for the entire day with in and out privileges. No activities outside the fenced perimeter are set up.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. ||

APPROVED: _____ **MIS**

City fee of \$237.00 for processing the TUP through various City departments, plus \$200.00 for the Fire Permits

Total Fees: \$437.00 ||

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees. |

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. ||

EVENT INFORMATION

Type of Event:

☐ Public Concert
☐ Parade
☐ Motion Picture

☐ Fair
☐ Demonstration
☐ Grand Opening

☐ Festival
☐ Circus
☐ Other _____

☐ Community event
☐ Block Party

Event Title: Inflatable World

Event Location: Plaza Bonita Mall

Event Date(s): From 4/13 to 9/12

Actual Event Hours: 11 AM to 7 PM

Total Anticipated Attendance: 650 wk 500 Participants 150 Spectators) per week

Setup/assembly/construction Date: 4/8 Start time: 8 AM PM

Please describe the scope of your setup/assembly work (specific details): Perimeter fencing, power distribution, carpeting all within 30k sq. ft.

Dismantle Date: 9/12 Completion Time: 7 PM AM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

NONE

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: Inflatable World

Chief Officer of Organization (Name) Patricia Fonseca

Applicant (Name): Arthur Fonseca

Address: 2830 Plantino Circle

Daytime Phone: (619) 392-4737 Evening Phone: (619) 665-8411

Fax: _____ E-Mail: jworld413@gmail.com

Contact Person "on site" day of the event: Kevin Fonseca Cellular: (619) 665-8411

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☐ YES ☒ NO

Are admission, entry, vendor or participant fees required? ☒ YES ☐ NO

If YES, please explain the purpose and provide amount(s): wristband
fee for unlimited play time, \$15.00

\$ 30K ^{month} Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 15K ^{month} Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

Amusement park fully fenced and carpeted. Inflatable attractions are available for children to play on with no time limit, tables & chairs available.

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☒ YES ☐ NO Will items or services be sold at the event? If yes, please describe:

snacks and refreshments.

OVERALL EVENT DESCRIPTION CONTINUED

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☐ YES ☒ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies _____ Sizes _____
NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☒ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____
If you intend to cook food in the event area please specify the method: _____
____ GAS _____ ELECTRIC _____ CHARCOAL _____ OTHER (Specify): _____

☐ Portable and/or Permanent Toilet Facilities
Number of portable toilets: _____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☐ Tables # _____ and Chairs # _____
☐ Fencing, barriers and/or barricades
☐ Generator locations and/or source of electricity
☐ Canopies or tent locations (include tent/canopy dimensions)
☐ Booths, exhibits, displays or enclosures
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☐ Other related event components not covered above
☐ Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: _____ Trash containers with lids: 10

Describe your plan for clean-up and removal of waste and garbage during and after the event:
Trash cans are emptied out on a daily basis by
staff to an outside trash container bin.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

We have staff monitoring the entire play area at all times in addition to entrance/exits

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☐ YES ☒ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

Staff onsite prepared with necessary first aid kits.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Entrance and exit are safe and open for disabled including at check in desk.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

Event is at Westfield mall so parking is plenty.

Please describe your plan for DISABLED PARKING:

Disabled parking to be assigned.

Please describe your plans to notify all residents, businesses and churches impacted by the event:

Event doesn't impact residential.

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☐ YES ☒ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music: _____

☐ YES ☒ NO Will sound amplification be used? If YES, please indicate:
Start time: _____ AM Finish Time _____ PM

☐ YES ☒ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: _____ PM Finish Time _____ PM

Please describe the sound equipment that will be used for your event:

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☐ YES ☒ NO Any signs, banners, decorations, special lighting? If YES, please describe:

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization Inflatable World
Person in Charge of Activity Arthur Fonseca
Address 2830 Plantino Circle
Telephone (619) 392-4737 Date(s) of Use _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date

Arthur Fonseca
Vice President
3/7/15

For Office Use Only

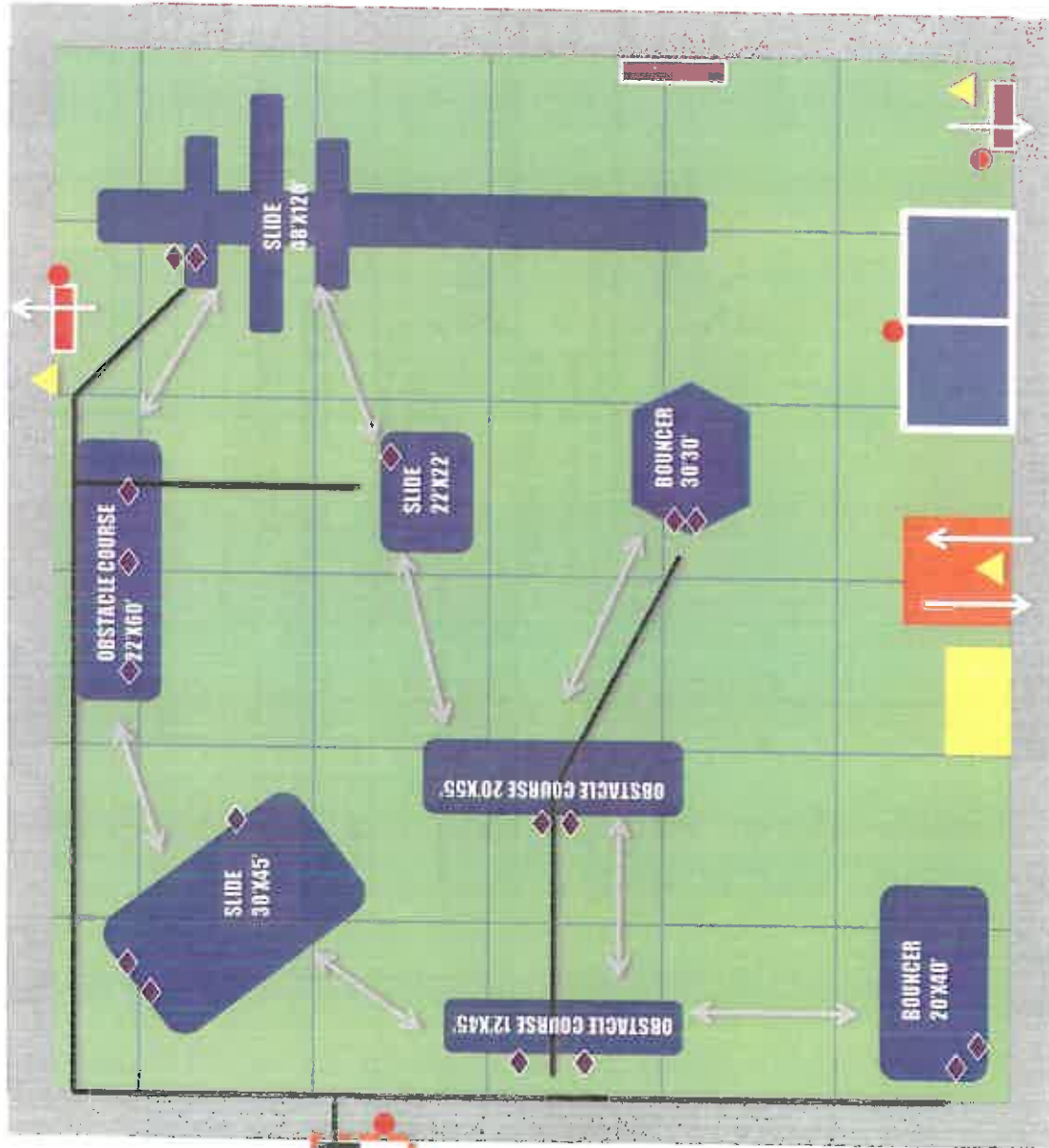
Certificate of Insurance Approved _____ Date _____

PLANS PREPARED/DESIGNED BY:
KEVIN FONSECA
INFLATABLE WORLD VP
(619)865-8411

INFLATABLE AMUSEMENT PARK AT THE PLAZA BONITA MALL FROM 4/15/16 - 08/12/15.
THE PARK FEATURES INFLATABLE SLIDES, OBSTACLE COURSES AND BOUNCERS FOR
CHILDREN TO PLAY ON FOR AN ADMISSION PRICE.

2016 SITE PLAN, WESTFIELD PLAZA BONITA PARKING LOT
*MAXX BOUNCE AMUSEMENT PARK
3030 PLAZA BONITA RD.
NATIONAL CITY, CA 91950

NO PARKING ZONE 20FT



NO PARKING ZONE 20FT

180 FEET

168 FEET

ROAD WAY

- 6 FT TEMP. FENCE NO SCREENING
- INFLATABLE UNIT
- CONCESSIONS CART
*ALL PREPACKAGED FOOD
- MAIN ENTRANCE/EXIT
CANOPY 20'x20'
- EMERGENCY EXIT
36 INCH PANEL DOOR
(LOCKED IN OPEN POSITIO
- PARTY CANOPY (2) 18'x18'
- GENERATOR Whisperwatt 7k
70kva ac generator
model dca -70SS1
- ToolKing Blower 1hp/amp
- Portable Restrooms
7 STANDARD/2 HANDICAP
(6 FEMALE, 3 MALE)
- FIRE EXTINGUISHER
- POWER LINE
(CABLE COVERS THRU
HALLWAYS)
15' to 20' DISTANCE
- PERIMETER FENCE FOR
GENERATOR
- EXIT SIGNS
- CONES PERIMETER 20'
- OCCUPANCY TYPE: (A-3)
- PARCEL #
- CODES TO BE USED:
(2013 CBC, CMC, CEC, CPC, CFC)
- OCCUPANT LOAD FOR PLAY
AREA IS (500)



CITY OF NATIONAL CITY BUSINESS LICENSE APPLICATION

1243 NATIONAL CITY BLVD, NATIONAL CITY, CA 91950
 LICENSE WILL NOT BE ISSUED IF REQUIRED INFORMATION IS INCOMPLETE. ENCLOSE PAYMENT WITH APPLICATION. MAKE CHECKS PAYABLE TO THE CITY OF NATIONAL CITY.
 PLEASE TYPE OR PRINT

OTV

BUS # _____ LIC # _____

ALL LICENSES EXPIRE DECEMBER 31
 RENEWALS ARE DUE BY FEBRUARY 29

A. GENERAL INFORMATION

BUSINESS NAME (O.B.A. OR INDIVIDUAL NAME)		LOCAL BUSINESS PHONE
Inflatable World		(619) 465-8411
CORPORATE NAME (IF DIFFERENT FROM O.B.A.)		
KAS Entertainment Inc.		

LOCATION IN NATIONAL CITY

NUMBER	DIR	STREET NAME	ROOM/SUITE NO.
--------	-----	-------------	----------------

MAILING ADDRESS AND/OR P.O. BOX

NUMBER	DIR	STREET NAME	ROOM/SUITE NO.
2190		Honeybee St.	
P.O. BOX NO.			

CITY	STATE	ZIP CODE
Chula Vista	Ca	91915
PHONE NUMBER AT MAILING ADDRESS. INCLUDE AREA CODE		
(619) 392-4737		

EMAIL ADDRESS: lmar1d413d@gmail.com

National City
 1243 National City Blvd.
 619-336-4330 / 49223
 03/07/2016 13:09:20.000 Reg 005422
 BL Inflatable World \$ 65.00
 \$81.80 TOTAL (INCLUDES \$16.80 FEE)
 OFFICIAL RECEIPT FROM THE

City of

National City

BUSINESS LICENSE DIVISION

(619) 336-4330

TAXES \$ 65.00
 MISC \$ 0.00
 PENALTY \$ 0.00
 TOTAL \$ 65.00

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Inflatable World

EVENT: Inflatable World

DATE OF EVENT: April 13, 2016 thru September 12, 2016

TIME OF EVENT: 11 a.m. – 7 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES []	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES []	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES []	NO []	SEE CONDITIONS []
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER

- Provide a valid copy of the insurance certificate wherein the City of National City, its officials, agents and employees are named as an additional insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
City of National City
Risk Management Department
1243 National City Boulevard
National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy.

DEVELOPMENT SERVICES (619) 336-4318

BUILDING:

Applicant submitted plans on March 16, 2016 showing a site plan of accessible disabled parking, emergency entrances and exits with dimensions, and a customer service counter that meets accessibility requirements. Plans have not been signed by the applicant. They show that food will also be sold, they will need to contact the County Health Department and obtain a permit for the food sales.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

FINANCE

Inflatable World has a current business license. No further comments or stipulations.

FIRE (619) 336-4554

INSPECTION REQUIRED

**\$200.00 INSPECTION FEE FOR INSPECTIONS OCCURRING AFTER HOURS
OR ON WEEKENDS OR HOLIDAYS**

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways
- 2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)

- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 5) Vehicles shall be isolated from contact with the tents, canopies or membrane structures. Vehicles shall be at least 20 feet away from tents, canopies and membrane structures
- 8) Provide a minimum of 2A:10BC fire extinguishers throughout area. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher (See Attached). Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher*) shall be placed immediately above the fire extinguisher
- 7) Every room or space, shall have the occupant load of the space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall be posted by the Building or Fire Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded
- 8) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more. Exits, aisles and passageways shall not be blocked or have their minimum clear width obstructed in any manner
- 9) The arrangement of aisles shall be subject to approval by the building and fire code official, and shall be maintained clear at all times during occupancy
- 10) The floor surface and grounds outside shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises
- 11) Smoking shall not be permitted in amusement area. Approved "No Smoking" signs shall be conspicuously posted
- 12) Internal combustion power sources that may be used for "Emergency Power" shall be of adequate capacity to permit uninterrupted operation during normal operating hours
- 13) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure

- 14) A drip pan shall be used to capture oils and fuel lost during normal operation
- 15) Diesel fuel stored, shall be no more than 10 gallons of fuel. Diesel fuel shall be stored no closer than 20 feet from generator
- 16) Diesel fuel shall be protected from impact of surrounding vehicles and machinery (20 feet). Container holding fuel, shall meet all state and federal guidelines for holding vessel and storage
- 17) Approved holding vessel (container) shall be labeled (DOT) so as to describe its contents. Label shall be visible to all oncoming emergency personal
- 18) Diesel fuel container shall have secondary containment to meet code
- 19) Diesel fuel container shall be bonded and grounded to meet code
- 20) Dispensing of fuel shall meet code requirements for the correct dispensing of flammable and combustibile liquids. Gravity style dispensing apparatus shall not be used
- 21) Provide a 2A:10BC fire extinguisher at entrance to generator. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance
- 22) Any electrical power used, is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only, and shall be protected so as not to create a tripping hazard to the public. Consult building official for requirements and inspection of possible temporary power/electrical
- 23) A clear **revised** site map shall be required for this event to include requirements mentioned in this document
- 24) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event
- 25) Entire air supported structure systems shall be inspected at regular intervals throughout the permit use period, by the permittee, owner or agent to determine that the installation is maintained in accordance with Chapter 34 of the 2013 California Fire Code
- 26) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars. Please contact the National City Fire Department to

arrange a time for inspection. Periodic inspections will be conducted by the National City Fire Department for this event

- 27) Fire Department fees can only be waived by City Council
- 28) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking."*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 – 200 sf -	\$200.00
201 – (+) sf -	\$400.00

Approval contingent upon final field inspection and compliance with all applicable codes and ordinances

If you have any questions please feel free to contact me.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Free Electronic Waste Recycling (E-Waste) sponsored by San Diego Classic Lions Club at 1035 Harbison Avenue from April 23, 2016 to April 24, 2016 with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Free Electronic Waste Recycling (E-Waste) sponsored by San Diego Classic Lions Club at 1035 Harbison Avenue from April 23, 2016 to April 24, 2016 with no waiver of fees.

PREPARED BY: [Dionisia Trejo]

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from San Diego Classic Lions Club to conduct the Free Electronic Waste Recycling (E-Waste) event at 1035 Harbison Avenue from April 23, 2016 to April 24, 2016. Daily hours will be from 9 a.m. to 4 p.m. The purpose of the event is to collect obsolete, broken, or unwanted electronic equipment. Staff from the recycling company will register and receive the e-waste from donors, all collected e-waste will be loaded into a 26' container truck. This event is free of charge and open to all residents.

Security will be provided by volunteers from the San Diego Classic Lions Club and handicap parking will be reserved on the existing parking lot.

NOTE: This is the first year this organization has requested a Temporary Use Permit for this type of event.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

City fee of \$237.00 for processing the TUP through various City departments.

Total fees: \$237.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees. |

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |

EVENT INFORMATION

Type of Event:

☐ Public Concert
☐ Parade
☐ Motion Picture

☐ Fair
☐ Demonstration
☐ Grand Opening

☐ Festival
☐ Circus
☐ Other _____

☒ Community event
☐ Block Party

Event Title: Free Electronic Waste Recycling (E-Waste)

Event Location: 1035 Harbison Ave., National City, CA 91950

Event Date(s): From 4/23/16 to 4/24/16

Actual Event Hours: 9:00 AM to 4:00 PM

Total Anticipated Attendance: 90/day (80 Participants 10 Spectators)

Setup/assembly/construction Date: 4/23/16 Start time: 8:30 AM

Please describe the scope of your setup/assembly work (specific details): _____
one 10x12 tent, 1 table & 3 chairs will be used each day. One banner & arrow sign will be up during event.

Dismantle Date: 4/24/16 Completion Time: 4:00 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

N/A

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: San Diego Classic Lions Club

Chief Officer of Organization (Name) Remedios Deramos, President

Applicant (Name): Remedios P. Deramos

Address: 5768 Radio Court, San Diego, CA 91950

Daytime Phone: 619-288-4507 Evening Phone: 619-288-4507

Fax: 619-391-7907 E-Mail: remyd.lion4life@yahoo.com

Contact Person "on site" day of the event: Casey Shaw Cellular: 626-290-6499

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s): _____

\$0.0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ _____ Estimated Expenses for this event.

\$ 1200 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

3-4 staff from recycling company will register & receive the e-waste from the participating donors

(walk-in or drop-off by car). All collected e-waste will be put in a crate, then load it to the 26' truck.

Truck will leave when full.

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☐ YES ☒ NO Will items or services be sold at the event? If yes, please describe: _____

OVERALL EVENT DESCRIPTION CONTINUE

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 1 Sizes 10'x12'
NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☒ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____
If you intend to cook food in the event area please specify the method:
____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (Specify): _____

☐ Portable and/or Permanent Toilet Facilities
Number of portable toilets: ____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☒ Tables # 1 and Chairs # 3
☐ Fencing, barriers and/or barricades
☐ Generator locations and/or source of electricity
☒ Canopies or tent locations (include tent/canopy dimensions)
☐ Booths, exhibits, displays or enclosures
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☐ Other related event components not covered above
☐ Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 3 Trash containers with lids: _____

Describe your plan for clean-up and removal of waste and garbage during and after the event:
All event personnel will clean the venue before and after the event, for each day. The tent, chairs, & table will be down by 4:00 p.m. All trash & waste will be disposed by the recycling company staff at their home base location.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

The volunteers from the Lions Club, & recycling company will direct the participants to where to enter & to go out

There will be 3-4 event volunteers to standby to provide first aid & to watch the security of the participants.

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☐ YES ☒ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
There will be a medical & non-medical volunteers from the Lions Club who will provide first aid during event.

First aid kit will be provided, including B/P & blood sugar apparatus and 2 fire extinguishers.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

N/A

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

A 10x12 tent & registration table will be put-up in 1 vacant parking space, 3 space for the crate, 3 space for the truck.

There will be a sign to direct the participants on when to drop off the e-waste, also the in & out sign.

Please describe your plan for DISABLED PARKING:

The venue has a disabled parking space which is already available to the disabled participants.

Please describe your plans to notify all residents, businesses and churches impacted by the event:

10x12 banners will be posted, the 1K flyer's will be distributed around area, 3 weeks before the event (See attachment "A")

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT ATTRACTIONS AND RELATED EVENT ACTIVITIES

☐ YES ☒ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music: _____

☐ YES ☒ NO Will sound amplification be used? If YES, please indicate:
Start time: _____ AM Finish Time _____ PM

☐ YES ☒ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: _____ PM Finish Time _____ PM
Please describe the sound equipment that will be used for your event:

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☒ YES ☒ NO Any signs, banners, decorations, special lighting? If YES, please describe:
one banner & recycling sign will be put-up in front of the parking lot during the event. there will be 10-12
banners posted & 1K flyers to be distributed around the area, 3 weeks before the event.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization SAN DIEGO CLASSIC LIONS CLUB
Person in Charge of Activity REMEDIOS P. DE RAMOS
Address 5768 RADIO COURT, SAN DIEGO, CA 92114
Telephone (619)288-4507 Date(s) of Use 4/23/2016-4/24/2016

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

 - President
Signature of Applicant Official Title Date 3/3/2016

For Office Use Only

Certificate of Insurance Approved _____ Date 4/23/16

8th STREET

9th STREET

ENTRANCE

TENT
LIVE

PALLET

TRUCK

HANDICAP
HANDICAP

EXIT

HARBISON AVENUE

E. 11th ST.

PLAZA BLVD

HARBISON
COIN
LAUNDRY
NEW LIFE IN CR
NLIC

BARBER SHOP

VANGIE'S
HAIR SALON

GAPD RESTO

IGLESIA ALCAÑE
VICTORIA
CHURCH

SAVE A LOT

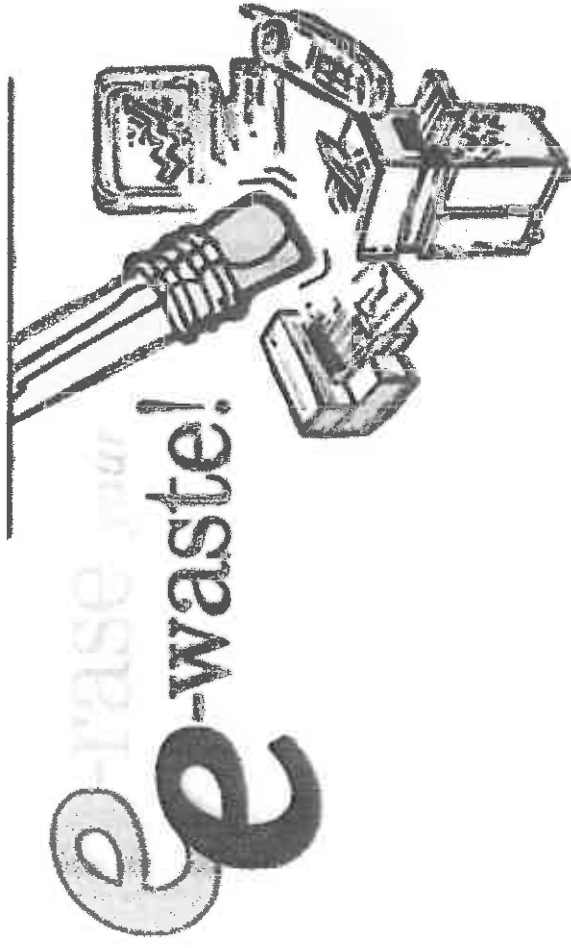
DENTAL OFFI
SALVANERA
TFC

TEXAS
LIQUOR

FREE Electronic Waste Recycling Event

Saturday & Sunday
April 23 & 24, 2016
9:00 am to 4:00 pm

Formerly Save-A-Lot
(Parking Area)
1035 Harbison Ave.
National City, CA 91950



Hosted By:

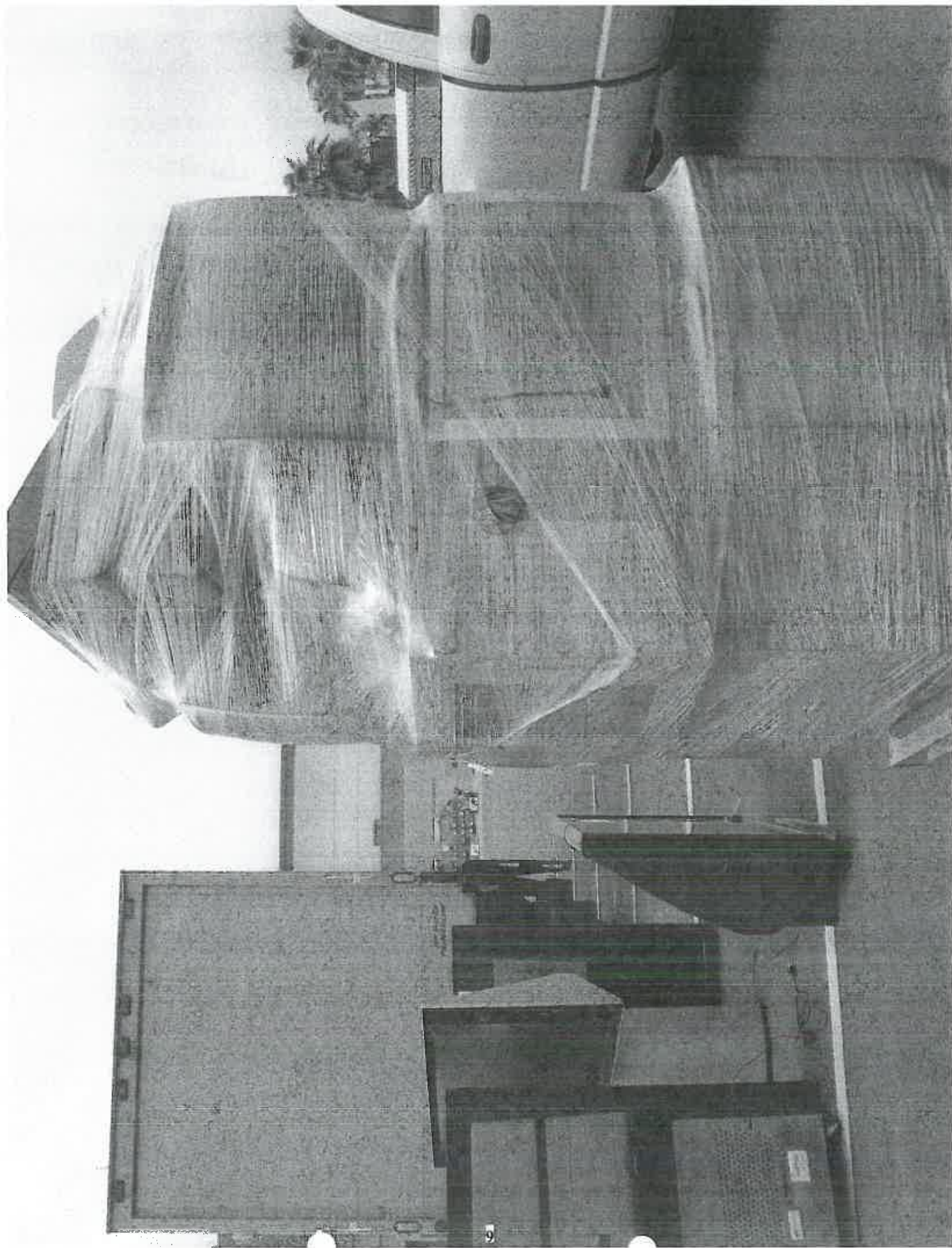


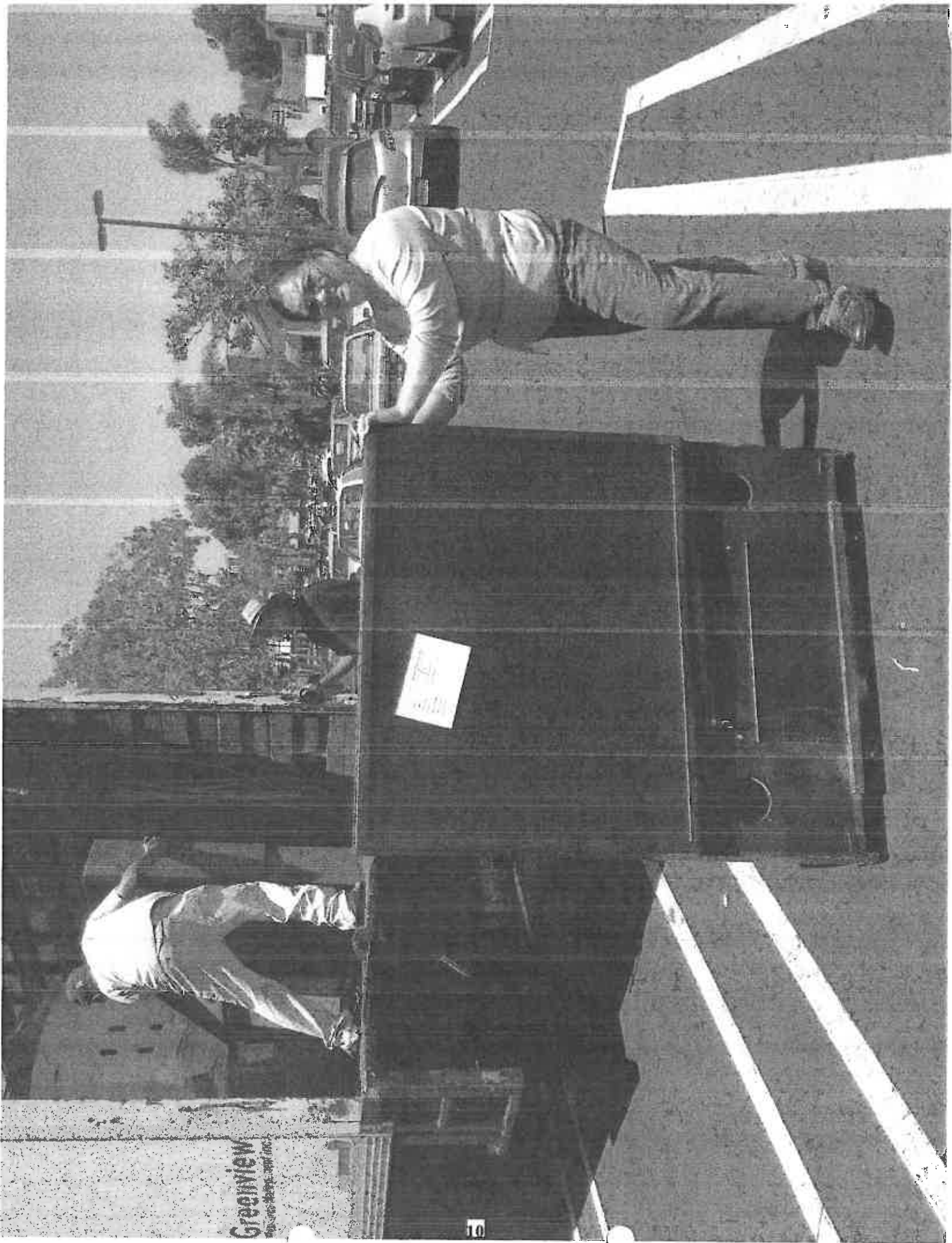
What is "E-waste"?

E-Waste is any consumer electronic equipment that has reached its 'end-of-life' or 'end-of-usage,' whether in full or non-working condition. It includes most electronics or electric appliances with a cord or circuit board such as:

Computer Monitors, Television sets, PC Systems, Printers, Laptops, Copiers, Scanners, Fax Machines, Toner Cartridges, UPS & PDAs, Power Supplies, Main Frame Units, Networking Equipment, Mother Board Systems, VCR/VCD/DVD Players, Home Entertainment Systems, Landline and Cellular Phones, & Small Portable Devices. We also accept car and forklift batteries. **There is a \$5.00 service fee for Microwave Ovens.** We do not accept: Refrigerators, Washer and Dryers, Fluorescent Light Bulbs, and Household Batteries.

For more information, please call: (619)288-4507





Greenview
Waste Management Inc.

Electronic Waste Recycling

Sat. & Sun.
(9am - 4pm)

August 3 & 4



g Lot)
National City

Classic Lions Club (860) 991-3747
DA-SD





THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173		CONTACT NAME: John Adams PHONE (A/C No. Ext.): 1-800-316-6705 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: lionsclubs@dspins.com	
INSURED SAN DIEGO CLASSIC LIONS CLUB, DISTRICT 4-L6 SAN DIEGO California		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER. ACCT <input type="checkbox"/> LOC		HDOG27396392	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH08858354	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION'S
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: FREE ELECTRONICS WASTE RECYCLING EVENT. Date: APRIL 23-24, 2016 (SATURDAY & SUNDAY) at 1035 HARBISON AVENUE, NATIONAL CITY, CA 91950, ; starts at 9:00AM to 4:00PM

(1). CITY OF NATIONAL CITY AND ITS OFFICIAL, EMPLOYEES, AGENTS AND VOLUNTEERS, NATIONAL CITY, CALIFORNIA. (2). THE OWNER & MANAGEMENT OF EVENT VENUE, LOCATED AT 1035 HARBISON AVENUE, NATIONAL CITY, CA 91950. (3). REMEDIOS P. DE RAMOS and the MEMBERS & VOLUNTEERS OF THE SAN DIEGO CLASSIC LIONS CLUB, D4-L6. is included as an Additional Insured(s), but only with respect to General Liability arising out of the issuance of permit(s) to the Insured shown above and not out of the sole negligence of said additional insured. PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER

CANCELLATION

REMEDIOS P. DE RAMOS 5768 RADIO COURT SAN DIEGO California 92114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

CITY OF NATIONAL CITY BUSINESS LICENSE APPLICATION

1243 NATIONAL CITY BLVD, NATIONAL CITY, CA 91950
 LICENSE WILL NOT BE ISSUED IF REQUIRED INFORMATION IS INCOMPLETE. ENCLOSE PAYMENT WITH APPLICATION. MAKE CHECKS PAYABLE TO THE CITY OF NATIONAL CITY.
 PLEASE TYPE OR PRINT

A. GENERAL INFORMATION

BUSINESS NAME (D.B.A. OR INDIVIDUAL NAME)		LOCAL BUSINESS PHONE
SAN DIEGO CLASSIC LIONS CLUB		619-288-4507
CORPORATE NAME (IF DIFFERENT FROM D.B.A.)		

LOCATION IN NATIONAL CITY		
NUMBER	DIR	STREET NAME
		ROOM/SUITE NO.

MAILING ADDRESS AND/OR P.O. BOX		
NUMBER	DIR	STREET NAME
6768		RADIO COURT
P.O. BOX NO.		
CITY	STATE	ZIP CODE
SAN DIEGO	CA	92114
PHONE NUMBER AT MAILING ADDRESS. INCLUDE AREA CODE		APPLICANT COPY
(619) 288-4507		

EMAIL ADDRESS: SANDIEGOCCLASSICLIONS@YAHOO.COM

Rev. 6/2015

BUS # _____ LIC # _____

ALL LICENSES EXPIRE DECEMBER 31
 RENEWALS ARE DUE BY FEBRUARY 28

<p>RECEIVED</p> <p>MAR 03 2016</p>

FINANCE DEPT
 THIS STUB, WHEN VALIDATED, IS YOUR
 OFFICIAL RECEIPT FROM THE:

**City of
 National City**

BUSINESS LICENSE DIVISION

(619) 336-4330

TAXES \$ _____
 MISC \$ _____
 SB186 \$ _____
 TOTAL \$ _____



Office of the City Treasurer
Business Tax Online Application

Successful Payment Receipt

Please print this receipt for your records

Remittance ID: BTAX338920
Received: February 23, 2016 10:54PM PST
Business Name: SAN DIEGO CLASSIC LIONS CLUB
Amount: \$52.00
Transaction Type: Authorization and Capture
Card Information: MasterCard
SAN DIEGO CLASSIC LIONS CLUB
*****2610
Billing information: Address Line 1: 5768 RADIO COURT
Country: United States
City: SAN DIEGO
State: California
ZIP Code: 92114

Your payment request has been submitted. Thank you for your payment. Please print this page for your records.

[Close Window](#)

Payments processed after 4:30 PM (PST) will post the following business day; any penalties accrued during this time may apply.

City of San Diego
Business Tax Management System
New Business Listing Report

02/01/2016 to 02/29/2016

Creation Date	Business Name -----Business Location-----	Owner Name -----Business Phone-----	Owner Type	-Type of Bus- Type	Start Date	Exp Date	Business Tax Certificate
02/24/2016	SAN DIEGO CLASSIC LIONS CLUB 5768 RADIO CT SAN DIEGO 92114-6500 CA	SAN DIEGO CLASSIC LIONS CLUB (619) 268-4507	NO/PRI BUSINESS TAX EXEMPT - NON PROFIT	81356	02/01/2016	01/31/2017	2016002415
02/24/2016	INDUSTRIAL SEATING INC 24024 HUMPHRIES RD TENCATE 91980 CA	INDUSTRIAL SEATING INC (619) 478-2100	CORP	42212	02/15/2016	02/28/2017	2016002418
02/24/2016	ROYAL STONE 3401 OIST AVE SAN DIEGO 92103-4801 CA	ROYAL STONE (858) 943-1968	LLC	7221	03/07/2016	03/31/2017	2016002419
02/24/2016	KEVIN HANDYMAN SERVICE 2208 SAN DIEGO AVE SUITE 11 SAN DIEGO 92110-2935 CA	KEVIN GUEVARA ORTIZ (619) 519-9036	SOLE ALL OTHER PERSONAL SERVICES	81299	02/24/2016	02/28/2017	2016002420
02/24/2016	BRUNO CONSTRUCTION INC 7668 EL CAMINO REAL SUITE 104-500 CARLSBAD 92009-7932 CA	BRUNO CONSTRUCTION INC (760) 801-8800	CORP	233	02/29/2016	02/28/2017	2016002421
02/24/2016	MONETTA SLAYBAUGH 3735 SWIFT AVE SAN DIEGO 92104-3914 CA	MONETTA SLAYBAUGH (619) 251-7532	SOLE ALL OTHER PERSONAL SERVICES	81299	03/01/2016	02/28/2017	2016002422
02/24/2016	M STANTON COMPANY 1675 PRECISION PARK LN SUITE D SAN YSIDRO 92173-1349 CA	MARY R STANTON (619) 662-0499	SOLE MONSIEUR RETAILERS	454	01/01/2012	12/31/2016	2016002425
02/24/2016	US GREEN BUILDERS INC 1370 REYNOLDS SUITE 120 IRVINE 92614-5547 CA	US GREEN BUILDERS INC (949) 945-8805	CORP	233	02/24/2016	02/28/2017	2016002426
02/24/2016	PLASTYDEC INT-EXT 1313 E MAIN ST SUITE 39 EL CAJON 92021-6538 CA	ESTERAN VASQUEZ (858) 623-1135	SOLE OTHER PERSONAL & HOUSEHOLD GOODS R&M	81149	02/26/2016	02/28/2017	2016002428
02/24/2016	BEYOND AQUATIC DESIGN 3500 SPORTS ARENA BLVD SAN DIEGO 92110-4919 CA	BRYAN ALABRAN & ZENITY SAFARI GUADARRAMA (169) 681-3676	H-W SWAP MEET VENDOR	452999	03/04/2016	03/31/2017	2016002429

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: San Diego Classic Lions Club

EVENT: Free Electronic Waste Recycling (E-Waste)

DATE OF EVENT: April 23, 2016 to April 24, 2016

TIME OF EVENT: 9 a.m. to 4 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES []	NO []	SEE CONDITIONS []
COMMUNITY SERVICES	YES []	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES []	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES []	NO []	SEE CONDITIONS []
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City, its officials, agents and employees are named as an additional insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
City of National City
Risk Management Department
1243 National City Boulevard
National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy.

FINANCE (619) 336-4330

Lions Club has a Business License. No other stipulations.

FIRE (619) 336-4550

No inspection required for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Fire Department access into and through the Parking Lot and Business areas are to be maintained at all times.

If you have any questions please feel free to contact me.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Amgen Tour of California sponsored by AEG Cycling LLC on May 15, 2016 from 12:00 p.m. to 12:15 p.m. with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Amgen Tour of California sponsored by AEG Cycling LLC on May 15, 2016 from 12:00 p.m. to 12:15 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from AEG Cycling LLC to conduct The Amgen Tour of California bike ride through San Diego County on May 15, 2016. The 11th Annual 2016 Amgen Tour of California is a professional style bike race modeled after the Tour of France. The race will have seven point-to-point road stages and one time trial. Each stage is between 12 and 135 miles in length.

OUTBOUND - The course begins in Mission Bay San Diego at 11:30 a.m. traveling through Balboa Park before heading south toward downtown and the harbor. It enters the City of National City at approximately 12:00 p.m. on E. Division Street, turning right onto Highland Avenue on which it stays southbound until it exits National City jurisdiction. The total estimated time of the race duration while in National City is expected to be approximately 15 minutes.

Applicant is requesting total road closures of all National City intersections within the bike route during the time frame traveling through National City. All intersections in National City will be monitored by the National City Police Department and California Highway Patrol. As the final law enforcement vehicle of the race convoy passes closed intersections, streets will then be re-opened for normal traffic flow.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

City fee of \$237.00 for processing the TUP through various City departments, plus \$5,848.64 for Police Department and \$483.13 for Public Works.

Total fees: \$6,568.77

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

EVENT INFORMATION

Type of Event:

☐ Public Concert
☐ Parade
☐ Motion Picture

☐ Fair
☐ Demonstration
☐ Grand Opening

☐ Festival
☐ Circus
☒ Other Bike Race

☐ Community event
☐ Block Party

Event Title: AM GEN TOUR OF CALIFORNIA

Event Location: DIVISION ST AND HIGHLAND AVE

Event Date(s): From 5-15-16 to 5-16-16

Actual Event Hours: 12:00 PM to 12:15 PM

Total Anticipated Attendance: 344 (144 Participants 200 Spectators)

Setup/assembly/construction Date: — Start time: — PM RACE STARTS IN MISSOURI

Please describe the scope of your setup/assembly work (specific details): —

RACE WILL BE IN PROGRESS

Dismantle Date: — Completion Time: — AM RACE FINISHES IN SAN DIEGO

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

DIVISION ST 11:55 AM TO 12:15 PM TRAFFIC CAN FOLLOW THE RACE
HIGHLAND AVE 11:55 AM TO 12:20 PM TRAFFIC CAN FOLLOW THE RACE

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: AES CYCLING LLC

Chief Officer of Organization (Name): Kristin KLEIN

Applicant (Name): ERIC SMITH

Address: 993 KEMPTON AVE

Daytime Phone: 626-695-8551 Evening Phone: 626-695-8551

Fax: — E-Mail: eric.smith9@me.com

Contact Person "on site" day of the event: same Cellular: 626-695-8551

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

OVERALL EVENT DESCRIPTION CONTINUED

☒ YES ☐ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☐ YES ☒ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☐ YES ☒ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies _____ Sizes _____
NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☒ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____

If you intend to cook food in the event area please specify the method:

____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (Specify): _____

☐ Portable and/or Permanent Toilet Facilities
Number of portable toilets: _____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

☐ Tables # _____ and Chairs # _____

☒ Fencing, barriers and/or barricades **EVERY SIDE STREET WILL NEED BARRICADES**

☐ Generator locations and/or source of electricity

☐ Canopies or tent locations (include tent/canopy dimensions)

☐ Booths, exhibits, displays or enclosures

☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures

☒ Vehicles and/or trailers **100 VEHICLES WILL BE IN THE RACE**

☐ Other related event components not covered above

☐ Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: NA Trash containers with lids: NA **EVENT DOES NOT GENERATE ANY TRASH**

Describe your plan for clean-up and removal of waste and garbage during and after the event:

NA

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☐ YES ☒ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s): _____

\$ NA Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ NA Estimated Expenses for this event.

\$ NA What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

PLEASE SEE THE ATTACHED OVERVIEW OF THE EVENT

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☐ YES ☒ NO Will items or services be sold at the event? If yes, please describe: _____

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

THERE WILL BE LESS THAN 800 SPECTATORS OVER THE 2.2 MILES OF THE ROUTE. CITY WILL MANAGE ANY ISSUES

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☐ YES ☒ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

RACE HAS FIVE MDs, EMTs, AND TWO AMBULANCES IN THE RACE

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

EVENT MOVES DOWN THE ROAD. EVENT PARTICIPATION IS NOT OPEN TO THE PUBLIC. IT CAN BE VIEWED FROM THE SIDEWALK.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

NO PARKING REQUIRED BY THE EVENT

Please describe your plan for DISABLED PARKING:

ALL PARKING IS AVAILABLE ALONG THE ROUTE

Please describe your plans to notify all residents, businesses and churches impacted by the event:

WE TYPICALLY SEND MAILERS TO EVERYONE ON THE ROUTE

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

WE ALSO PLACE SIGNS ON THE COURSE A WEEK AHEAD ADVISING ABOUT THE EVENT.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☐ YES ☒ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music: _____

☐ YES ☒ NO Will sound amplification be used? If YES, please indicate:
Start time: _____ AM Finish Time _____ PM

☐ YES ☒ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: _____ PM Finish Time _____ PM

Please describe the sound equipment that will be used for your event:

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☐ YES ☒ NO Any signs, banners, decorations, special lighting? If YES, please describe:

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization AMGEN TOUR OF CALIFORNIA
Person In Charge of Activity ERIC SMITH
Address 993 KEMPTON AVE, MONTEREY PARK CA 91755
Telephone 626-695-8551 Date(s) of Use 5-15-16

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Eric Smith TECHNICAL DIRECTOR 1/21/16
Signature of Applicant Official Title Date

For Office Use Only

Certificate of Insurance Approved _____ Date _____



Event Overview

The 11th Annual 2015 Amgen Tour of California is a professional style bike race modeled after the Tour de France. The race is governed by the same international cycling federation, we follow the same rules, and we have the same teams and riders as the Tour de France. The principal difference between the two events is that the Amgen Tour of California is a shorter event: 8-days vs. 21- days. The race consists of 18 teams - each with eight riders. The 2016 race will have seven point-to-point road stages and one time trial. Each stage is between 12 and 135 miles in length. The race begins in San Diego on May 15th and concludes in Sacramento on May 22nd.

The 2015 Amgen Tour of California drew over two million spectators along the 750-mile route and quickly became the largest sporting event in the history of California. We will broadcast HD live TV coverage (NBC Sports and NBC Network) on every stage for 2016 to more than 200 countries. We will also be streaming live video on the Internet for the entire race.

The race is self-contained. Aside from the 144 professional racers, we also have approximately 100 vehicles that travel within the race "package". This includes the California Highway Patrol (CHP), team cars, medical support, mechanical support, race officials, motorcycle marshals, TV crews, etc. The entire race moves as one entity at an average speed of approximately 26 MPH. From the lead CHP car to the follow CHP car, the distance is approximately 1.5 miles. It takes the race about five minutes to pass any given spot on the road.

We require total road closures that is managed by the CHP. There are four elements to the closure: cross traffic that flows across the course at an intersection, traffic moving the same direction and ahead of the race, traffic moving the same direction and behind the race, and traffic moving towards the race. CHP/Police will allow cross traffic and traffic turning onto the course and heading away from the race until approximately 5-10 minutes before the race reaches the intersection but will prevent cars from turning onto the road heading into the race. Traffic moving the same direction and ahead of the race will be allowed to flow until the race is approximately 10 minutes behind the traffic. Traffic that is behind the race will not be allowed to pass. Traffic that is moving into the race will be stopped approximately 20 minutes before the race reaches any given point.

Traffic management is variable based on the type of road, the amount of traffic, and the type and number of opportunities where traffic can be pulled off the road for a short period. Where there are roads that are divided by medians, traffic will be allowed to flow on the side opposite the race. It may sound slightly onerous, but it is not as bad as it sounds. CHP has been able to perfect this type of closure and has worked closely with local PD and the sheriffs. For the 2015 event, that took place over eight days and 750 miles of roads, there were very few complaints with the way the traffic was managed.

The entire 775 miles of the route has been reviewed by both Caltrans and CHP. As it has for the past 10-years, California Travel and Tourism is a key supporter and sponsor of the 2016 Amgen Tour of California.

Drawing two million spectators raises a lot of eyebrows...and concerns. The vast majority of these crowds came in three areas: start cities, finish cities, and various long and steep climbs



the riders encountered. Aside from some isolated areas, there are relatively few spectators along the course. Many people would watch from their driveway, but it was rare to find more than a few hundred in one location. We will be utilizing the same road closure and crowd control plans that have been effective the past six years.

We saw little to no trash along the route for the 2015 Amgen Tour of California. The fans along the way were well behaved and took whatever trash they may have generated with them when they left the area they were viewing the race. We also have a crew that follows the race to collect our signs and any obvious trash that was left by a spectator.

Amgen Tour of California Traffic Management Plan

Scope

The 2016 Amgen Tour of California will be held May 15-22nd over 785 miles of California roadways. The race will feature 144 cyclist plus various support vehicles and staff. These athletes and vehicles will travel along the course in a "caravan" under the escort of the California Highway Patrol (CHP). The "bubble" of this escort is expected to be 10-20 minutes as it moves along roadways. See the attached caravan diagram for more information on the quantity and location of vehicles.

Course Information

See the attached course logs and maps for specific route information, including intersection and arrival information.

This log will be updated to show the positions of volunteer marshal locations at intersections along the route.

Public Information and Notification

Citizens along the route will be notified through a combination of fixed signage warning of road delays, and a public awareness campaign. The contract public relation company contracted by the event organizers will issue press releases and contact local media in the 2-3 weeks before the event and continue through event day.

Traffic Control Staffing

Traveling Marshal (75 total)

Traveling Marshals receive extensive training and travel with the event throughout the week. These marshals are divided into groups of 8-10 and take positions along smaller side roads to assist law enforcement. In addition these marshals are deployed in areas where there might be a routing or safety concern (turns, entrances to divided sections of road, steep downhills, etc.)

Each marshal group will deploy on a set section of road ahead of the arrival of the race. Immediately after the passage of the race, the marshals will be picked up and leapfrog to another position further down the route using an alternate route. On most cases the marshals will make two of these jumps per day, effectively doubling their numbers.

Marshals are equipped with cones, safety vests and flags. In addition their vehicles are equipped with brooms, shovels and patch material in case of repairable road conditions. Marshals also receive PR training in order to work with local residents and road users

who may be inconvenienced. While these course marshals are well versed in supporting law enforcement personnel, they have not received traffic control training. Therefore, they will not perform any traffic control duty. Their primary role will be crowd control and “flagging” the riders at any turn along the course. At all of these turns, CHP will be on site and will have already closed the road.

Motor Marshals (20 total)

The race’s Motorcycle Marshals work closely with the California Highway Patrol to assist with security along the route. The marshals are deployed in teams and assigned to the lead patrol cars. They are responsible for assisting with the closure of any drives or parking lots not manned by any other staff. These marshals have the ability to rapidly deploy and quickly move back into position once the front of the race has passed.

In addition motor marshals are able to communicate to both the command car and other race staff any obstacles or dangerous situations along the route.

California Highway Patrol – Entourage (10 total)

The California Highway Patrol (CHP) will be providing a police escort utilizing the same units throughout the event. These units will be deployed both ahead of and behind the race itself as part of the race caravan.

The mobile units will work with fixed-post officers and race marshals to provide security along the route.

Six to seven units will be staggered between five and ten minutes in front of the event. The exact spacing will be determined based on road type and terrain in coordination with local area commanders.

All additional units will be placed at the rear of the entourage to prevent traffic from passing the race. These units will also protect vehicles and competitors who are outside the main group.

See the attached caravan diagram for more information on vehicle locations and functions.

California Highway Patrol – Motos (Varies by Stage)

The California Highway Patrol (CHP) will provide 10-15 moto officers 2-3 miles ahead of the race. These units will pull incoming traffic off to the side and instruct them to hold in place until the race passes them.

California Highway Patrol – Fixed Units (Varies by Stage)

The California Highway Patrol (CHP) will provide fixed post traffic control ahead of the race. These units will work to secure intersections ahead of the race in conjunction with race marshals and CHP Motos.

General Traffic Control Guidelines *Race Marshals*

Marshal Control

Race marshals are positioned on smaller side roads that do not require the full-time presence of a law enforcement officer. In general these are smaller rural roads and non-signalized intersections. These marshals work with the advance fixed post CHP units to ensure that all roads are controlled as the race passes. Side roads are controlled by Type 1 barricades or a similar device.

The purpose of the marshal is to control traffic once the lead elements of the race reach a position. Once the lead law enforcement unit in the race reaches a location, traffic is not allowed to move towards the race. Depending on location traffic may be allowed to move away from the race or cross the course during this time. While these course marshals are well versed in supporting law enforcement personnel, they have not received traffic control training. Their primary role will be crowd control and “flagging” the riders at any turn along the course. At all of these turns, CHP will be on site and will have already closed the road.

Once the lead elements of the race have passed a location and the race grows closer, traffic at intersection will not be allowed on course until the race passes.

Once the final law enforcement vehicle passes a location, all intersections are reopened and traffic flows as normal.

As the race expands and contracts, law enforcement and marshals vehicles are redeployed to fill any of the small gaps and keep side traffic or traffic pulled off the road from interfering with the race.

Law Enforcement Control

Law Enforcement will handle traffic control in different ways depending on the terrain and road type.

In the case of short sections of road, traffic at intersections controlled by CHP will not be allowed to advance towards the riders as the race is inbound. This is especially important in areas with no shoulders, steep descents and limited site distances.

In these cases traffic is held or diverted as a race enters the far intersection on a stretch or roadway. This has the advantage of providing the race with a clear path of travel while not forcing people to pull off of on a non-optimal shoulder.

Contingency Plans

Weather

The Amgen Tour of California is generally considered a "Rain or Shine" event; however there are instances that would cause the neutralization, delay or stoppage of the event.

Delay

The event start may be delayed due to extreme circumstances, usually in the vicinity of the start area. Although generally avoided due to the careful planning of the timeline it is an option.

Relocation of Start/Remote Start

In the case of an incident such as a landslide, riders and staff may transfer via auto around the obstacle and start/restart the race on the other side. This has the advantage of continuing the event. The start would take place at the same time the race would have passed on the original route, thus preserving the timing of the event.

Detour

In the case of an incident affecting a short portion of a roadway, the race may be detoured around if a safe and feasible route is available. Many times in these cases the race is neutralized and restarted once on the other side of the obstacle.

Neutralization

In the case of a limited closure, the race may be neutralized and restarted once the obstacle has been cleared or the delaying circumstance has passed.

Cancellation

In some cases the safety of the riders and/or staff is so extreme or the damage to roadways and infrastructure is so extreme that the event must be cancelled. This is a last resort option.

Other Emergency Situations

In the case of emergency situations (house fire, medical emergency, etc.) the CHP Incident Commander (IC) should be notified immediately. The CHP IC will consult with event organizers to determine the appropriate course of action.

It may be decided to use the same actions as for a weather emergency with modifications based on the particular situation.

Event Medical Service Plan 2016 Amgen Tour of California

Overview

Professional cyclists, while able to exert themselves in extremes of weather and terrain, also need special care and treatment. In a multi-day stage race it is critical that athletes receive appropriate treatment from medical professionals in order to remain competitive. In addition, the race medical team is able to provide emergency response to accidents on the race course.

The Medical Provider oversees medical services for the race entourage. Services rendered include:

- Coordination of all race medical staff (physicians, trainers, EMTs, etc.)
- Coordination with all local EMS agencies and local hospitals
- Contact point for all race staff with medical issues

The Medical Provider for the 2016 Amgen Tour of California is the Santa Monica Orthopaedic Group with ambulance services provided by American Medical Response (AMR).

Areas of Responsibility

Medical Suite

Based at the Headquarters hotel each night. This suite provides all types of care to athletes and entourage. Examples include: wound care, massage therapy, physical therapy and general medical services.

The medical suite is generally staffed for several hours after the arrival of athletes. After this time a member of the medical staff remains "on call" for other athlete needs.

The medical suite is utilized by athletes for a variety of medical needs. This is especially important for those teams without a team physician. In some cases the medical suite may also serve to support team physicians.

In some cases the suite will be a standalone suite while in other it will be in a room attached to the hotel room of the Chief Medical Officer.

Caravan Medical

Provides medical service in the race caravan. Vehicles and staff include:

- Race Doctors in dedicated car
- Medical Motorcycle with medic or ATC
- Medical Sag vehicle with ATC

Services are concentrated on emergency medical services (Race Doctor, Medical Motorcycle, Ambulances) as well as preventive medical issues (Medical Sag Vehicle).

Athletes sometime receive treatment out of the Race Doctor's car for conditions such as bee stings, upset stomach or recurring injuries. This treatment is often accomplished "on the go" in the race caravan.

In the case of a severe accident the Race Doctor works with the race EMS crews to provide treatment and/or arrange transport.

Caravan Medical units also coordinate with local EMS jurisdictions to provide additional support and response.

Start/Finish Line Medical

Based at race finish, these staff members provide immediate care to athletes and staff before, during and after the race finish. Examples of treatments include: athlete hydration, wound care, follow up on previous treatment.

The staff at the finish line will often treat injuries that athletes received during the race but were not severe to cause the athlete to drop out. Examples include "road rash" from crashes or exposure to extreme weather conditions.

The finish line medical staff will send more serious cases to the medical suite after initial treatment.

Staffing

Number of Physicians

Minimum four physicians.

Ambulances

Two in caravan: ALS and BLS

Support from local EMS for transports if required
Medical Sag

Number of Trainers

4 trainers with 2 support staff

Operations

Response during Race

First response during the race will be from the Race Doctor, who will stop with any crashes and do an assessment. During the time the caravan passes the doctor will make an assessment on a method of treatment and will alert the race ambulance if it needs to remain on site to assist. Actions that might be taken include the following:

1. Rider needs advanced treatment: The race doctor and ambulance begin treatment immediately and notify the Command Post that a transport will be needed. The local ambulance crew is given an ingress point to the field of play.

If a neutralization or stoppage of the race needs to take place it is coordinated through the Race Doctor and Technical Director and communicated to the race officials and Command Post.

2. Rider needs minor treatment but cannot continue: The Race Doctor leaves the athletes in the care of the medical sag vehicles. The rider will be transported back to the finish line medical area in the sag or broom vehicle.

Communications

The race medical staff will communicate on the inter-race UHF radio system on all stages. Primary frequency will be the *Medical* simplex frequency with a backup on the *Caravan* repeater frequency in case of a large split in the field.

All announcements to teams will be coordinated through Race Command to *the Radio Tour* frequency.

Each medical asset will be provided with mobile and portable radios as well as a satellite phone.

Coordination with local agencies will be through the *Caravan* frequency to the race representative in the Command Post.

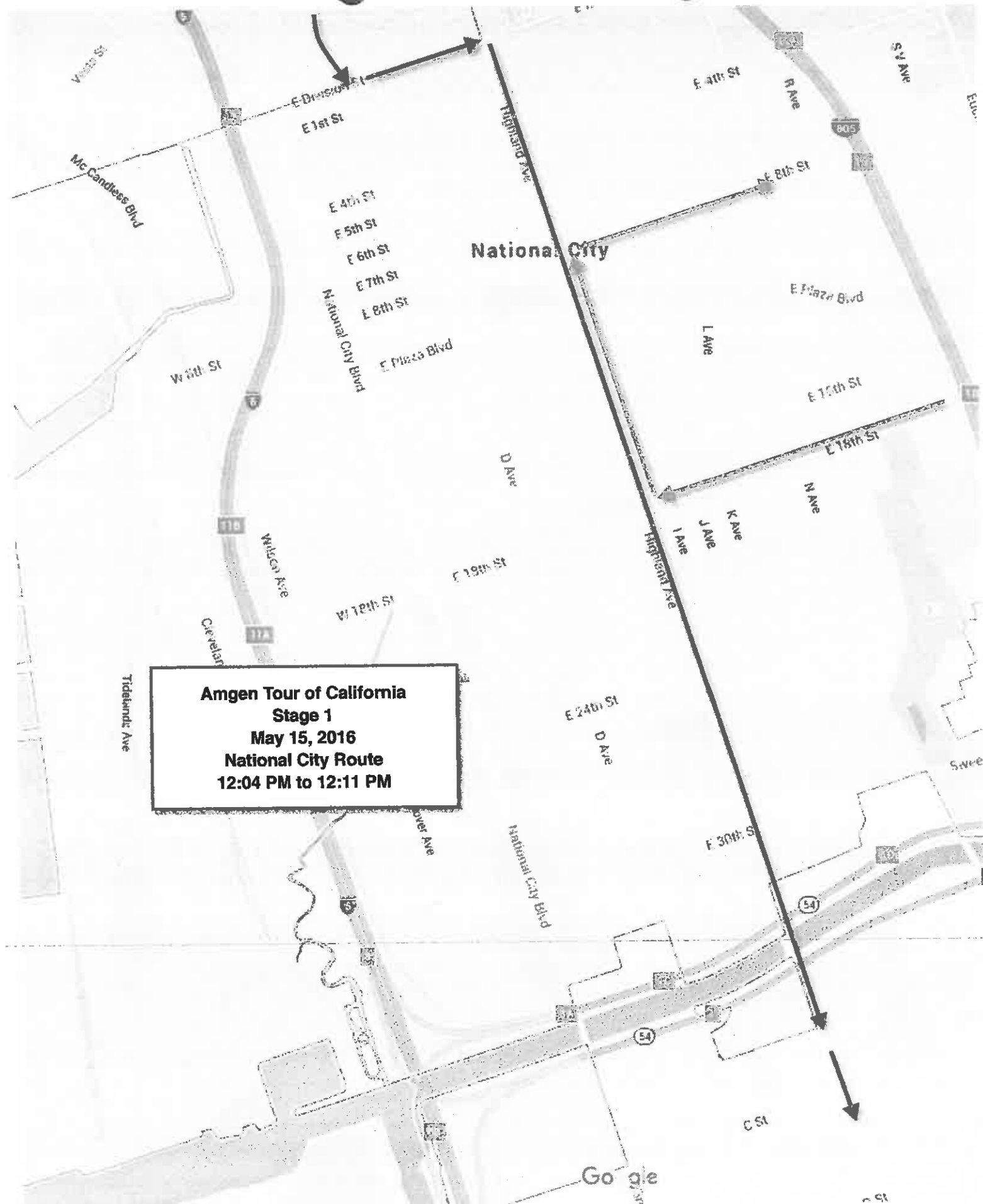
Command Structure

The Race Doctor will make all medical decisions for the race staff and entourage in coordination with the Race Director and Technical Director.

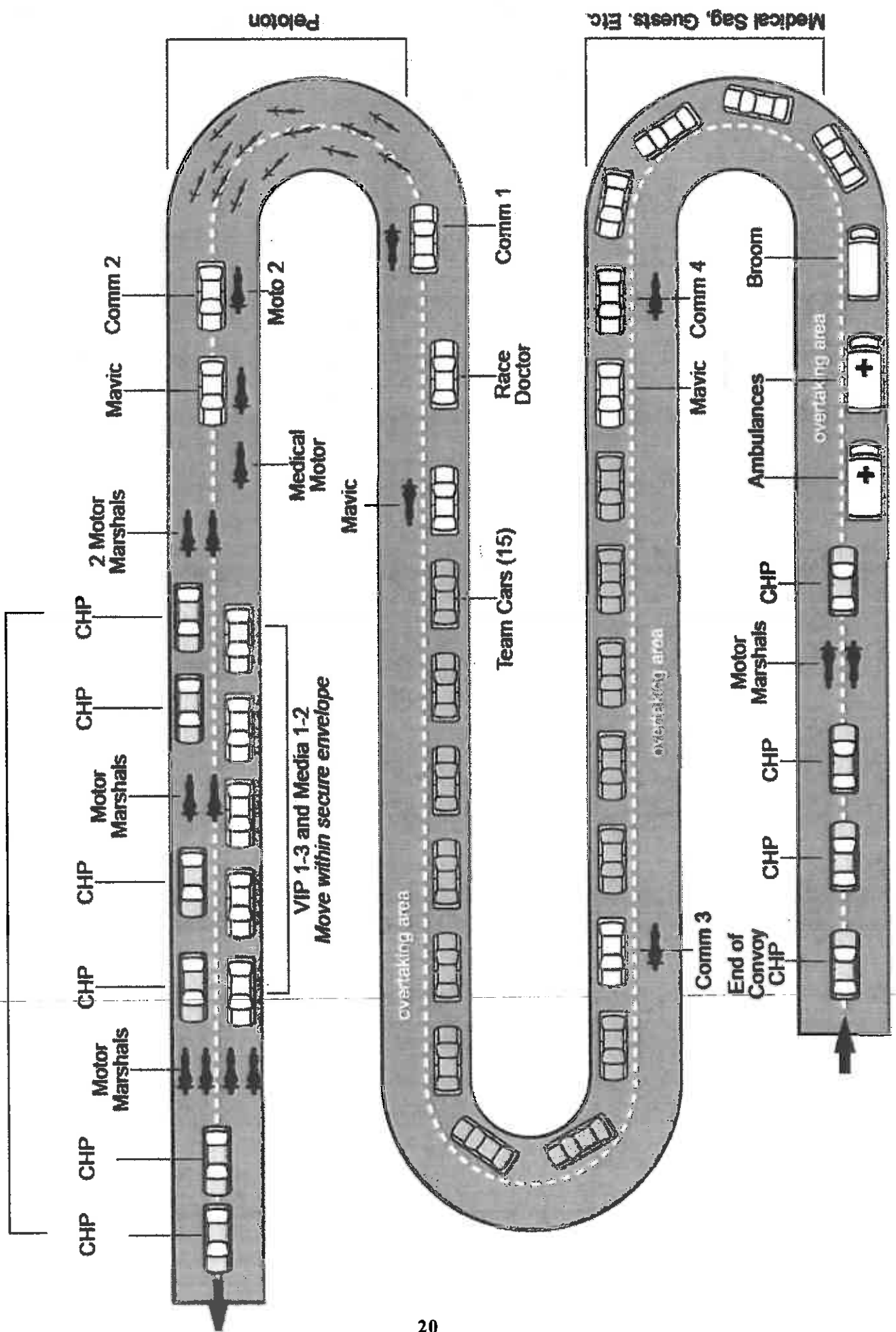
Coordination of caravan assets will be coordinated through Race Command and the Technical Director when on the road.

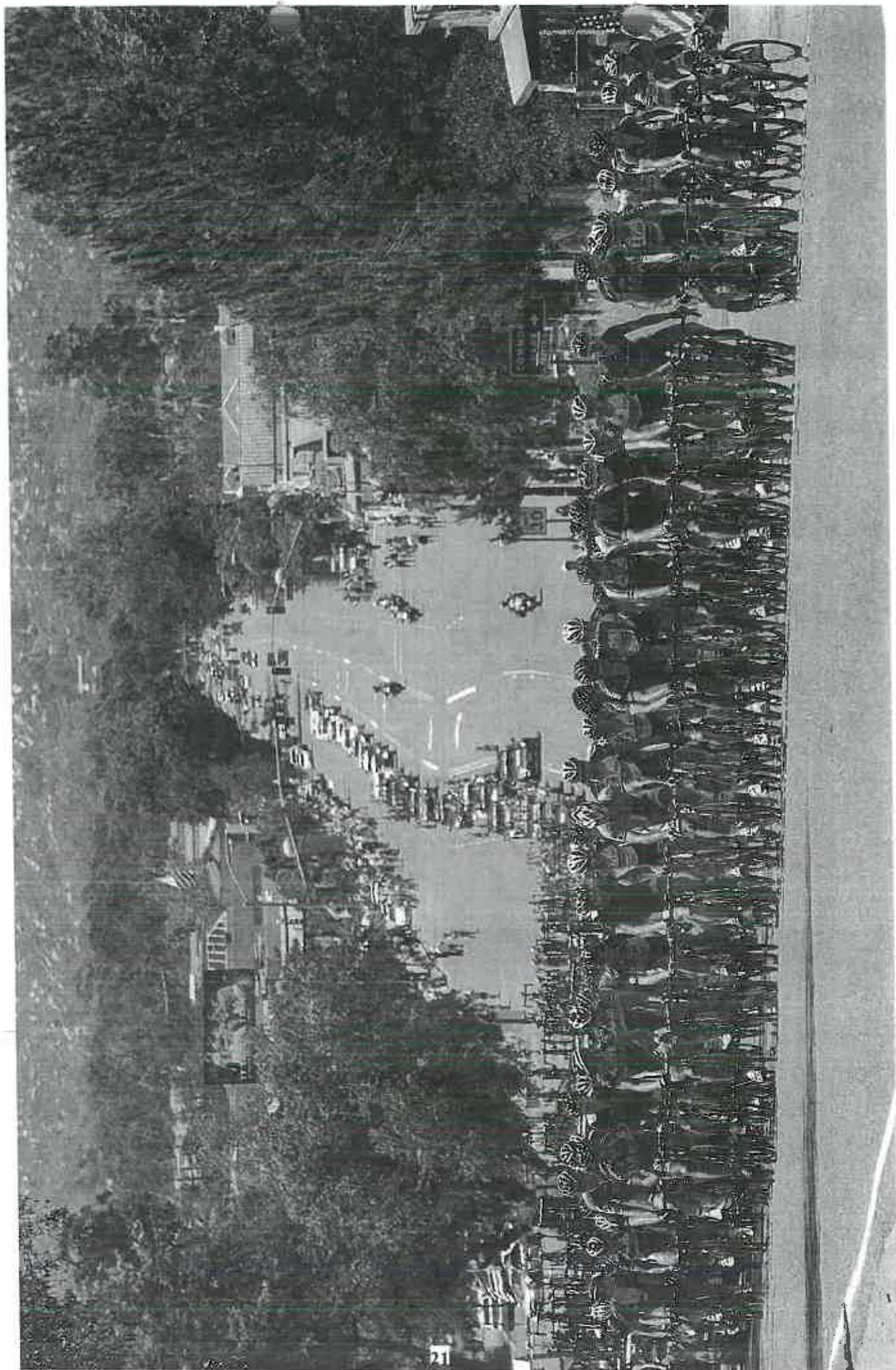
Communication with local agencies (Police, Fire, EMS, Public Works) will take place through the race representative in the Race Command Post.

In the case of a Public Safety type emergency on course (fire, 911 response, robbery, etc.) the appropriate public safety agency in the Command Post will advise race staff on what action is to be taken through the race representative.



Law enforcement vehicles and motor marshals staggered ahead of the race. Deployment depends on road conditions and race status.





ETA	ETA	ETA	ETA	ETA	Incr.	Kilo.	Miles	Location	From
22 mph	24 mph	26 mph	28 mph				Driven		
11:30a	11:30a	11:30a	11:30a	0.00	0.00	0.00	0.00	TAR Ski Beach	
11:30a	11:30a	11:30a	11:30a	0.27	0.43	0.27	0.27	Ingraham St	Figueroa
11:33a	11:33a	11:33a	11:32a	1.10	2.20	1.37	1.37	Sea World Dr E	Ingraham St
11:40a	11:39a	11:38a	11:37a	2.34	5.97	3.71	3.71	Morena Blvd	Sea World Dr
11:43a	11:41a	11:41a	11:40a	1.08	7.71	4.79	4.79	Taylor St	Morena Blvd
11:43a	11:42a	11:41a	11:40a	0.22	8.06	5.01	5.01	Congress St	Taylor St
11:45a	11:43a	11:42a	11:41a	0.57	8.98	5.58	5.58	San Diego St	Congress St
11:47a	11:46a	11:45a	11:44a	0.99	10.57	6.57	6.57	India St	San Diego St
11:49a	11:48a	11:46a	11:45a	0.71	11.72	7.28	7.28	Palm St	India St
11:49a	11:48a	11:46a	11:45a	0.04	11.78	7.32	7.32	Columbia St	Olive St
11:50a	11:48a	11:47a	11:46a	0.27	12.21	7.59	7.59	Laurel St	Columbia St
11:52a	11:50a	11:49a	11:47a	0.64	13.24	8.23	8.23	El Prado	Laurel St
11:53a	11:51a	11:50a	11:48a	0.52	14.08	8.75	8.75	Pan American F	El Prado
11:54a	11:52a	11:50a	11:49a	0.26	14.50	9.01	9.01	President's Way	Pan American Rd
11:55a	11:53a	11:51a	11:49a	0.20	14.82	9.21	9.21	Park Blvd	President's Way
11:56a	11:54a	11:52a	11:51a	0.67	15.90	9.88	9.88	C Street	Park Blvd
11:57a	11:54a	11:53a	11:51a	0.11	16.08	9.99	9.99	14th St	C Street
11:59a	11:56a	11:54a	11:52a	0.72	17.24	10.71	10.71	Imperial Ave	14th St
12:02p	11:59a	11:57a	11:55a	1.05	18.93	11.76	11.76	28th Street	Imperial Ave
12:04p	12:01p	11:58a	11:56a	0.72	20.08	12.48	12.48	National Ave	28th Street
12:08p	12:04p	12:02p	11:59a	1.50	22.50	13.98	13.98	40th St.	National Ave
12:10p	12:07p	12:04p	12:01p	0.89	23.93	14.87	14.87	Division St	40th St
12:11p	12:07p	12:05p	12:02p	0.32	24.45	15.19	15.19	Highland St	Division St
12:24p	12:19p	12:16p	12:12p	4.78	32.14	19.97	19.97	L St	4th Ave
12:26p	12:22p	12:18p	12:14p	0.88	33.55	20.85	20.85	Industrial Blvd	L St
12:30p	12:25p	12:21p	12:17p	1.51	35.98	22.36	22.36	Hollister St	Industrial Blvd
12:33p	12:27p	12:23p	12:19p	0.77	37.22	23.13	23.13	Palm Ave	Hollister St

12:38p	12:32p	12:27p	12:23p	1.83	40.17	24.96	VL	Palm Ave	Palm Ave
12:40p	12:34p	12:29p	12:25p	0.94	41.68	25.90	LT	Seacoast Dr	Palm Ave
12:42p	12:36p	12:30p	12:26p	0.51	42.50	26.41	LT	Imperial Beach	Seacoast Dr
12:46p	12:40p	12:34p	12:30p	1.59	45.06	28.00	CS	Coronado Ave	Imperial Beach Blvd
12:52p	12:45p	12:40p	12:35p	2.38	48.89	30.38	LT	Beyer Way	Coronado Ave
12:55p	12:48p	12:42p	12:37p	1.15	50.74	31.53	CS	4th Ave	Beyer Way
12:58p	12:51p	12:44p	12:39p	0.88	52.16	32.41	RT	Orange Ave	4th Ave
1:04p	12:56p	12:49p	12:44p	2.12	55.57	34.53	CS	Olympic Ave	Orange Ave
1:22p	1:13p	1:05p	12:58p	6.63	66.32	41.21	RT	Wueste Rd	Olympic Ave
1:24p	1:15p	1:07p	1:00p	0.85	67.69	42.06	RT	Otay Lakes Rd	Wueste Rd
1:48p	1:37p	1:27p	1:18p	8.74	81.75	50.80	LT	CA-94	Otay Lakes Rd
1:48p	1:37p	1:27p	1:19p	0.18	82.04	50.98	RT	Honey Springs	CA-94
2:10p	1:56p	1:45p	1:35p	7.75	94.51	58.73	RT	Lyons Valley Rd	Honey Springs Rd
2:31p	2:16p	2:03p	1:52p	7.72	106.94	66.45	LT	Japatul Rd	Lyons Valley Rd
2:50p	2:33p	2:19p	2:07p	7.04	118.27	73.49	BL	Dehesa Rd	Japatul Rd
3:17p	2:58p	2:42p	2:28p	9.97	134.31	83.46	CS	Washington Ave	Dehesa Rd
3:19p	3:00p	2:44p	2:30p	0.61	135.29	84.07	RT	Jamacha Rd	Washington Ave
3:21p	3:01p	2:45p	2:31p	0.69	136.40	84.76	LT	Main St	Jamacha Rd
3:27p	3:07p	2:50p	2:36p	2.33	140.15	87.09	RT	Marshall Ave	Main St
3:29p	3:09p	2:53p	2:38p	0.89	141.59	87.98	CS	Fletcher Pkwy	Marshall Ave
3:34p	3:13p	2:56p	2:41p	1.53	144.05	89.51	BR	Navajo Rd	Fletcher Pkwy
3:41p	3:20p	3:02p	2:47p	2.70	148.39	92.21	RT	Jackson Dr	Navajo Rd
3:44p	3:23p	3:05p	2:50p	1.24	150.39	93.45	LT	Mission Gorge	Jackson Dr
3:53p	3:31p	3:12p	2:56p	2.99	155.20	96.44	BR	Friars Rd	Mission Gorge Rd
4:09p	3:46p	3:26p	3:09p	6.18	165.15	#####	RT	Napa St	Friars Rd
4:10p	3:47p	3:27p	3:10p	0.25	165.55	#####	RT	Morena Blvd	Napa St
4:10p	3:47p	3:27p	3:10p	0.09	165.69	#####	VL	Morena Blvd	Morena Blvd
4:19p	3:55p	3:34p	3:17p	3.13	170.73	#####	VR	Garnet Ave	Morena Blvd
4:20p	3:56p	3:36p	3:18p	0.60	171.70	#####	LT	Garnet Ave	Garnet Ave

4:24p	3:59p	3:39p	3:21p	1.28	173.76	#####	LT	Ingraham St	Garnet Ave
4:30p	4:05p	3:44p	3:26p	2.30	177.46	#####	BR	Exit to Bonita C	Ingraham St
4:31p	4:06p	3:45p	3:26p	0.32	177.97	#####	LT	Quivira Access	Mission St
4:31p	4:06p	3:45p	3:27p	0.04	178.04	#####	LT	Quivira Rd	Quivira Access
4:34p	4:08p	3:47p	3:29p	0.91	179.50	#####		FINISH	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 Attn: Denver.certrequest@marsh.com	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
02220 -LIVE-GAWU1-14/16	INSURER(S) AFFORDING COVERAGE	
INSURED AEG CYCLING, LLC 800 W. OLYMPIC BLVD, SUITE 305 LOS ANGELES, CA 90015	INSURER A: Greenwich Insurance Company	NAIC # 22322
	INSURER B: N/A	N/A
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

SEA-003020897-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			RGO300057200	11/15/2014	03/01/2016	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input checked="" type="checkbox"/> \$100,000 SIR		MED EXP (Any one person) \$ EXCLUDE				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 2,000,000				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 20,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD500035603	11/15/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2016 Amgen Tour of California - City of San Diego, Balboa Park, Mission Bay Park, Marina Village, San Diego, CA 92101 May 15-22, 2016

The City of San Diego, its elected officials, representatives, employees and agents are included as additional insured where required by written contract with respect to general liability. Waiver of subrogation is applicable where required by written contract with respect to workers' compensation.

Host liquor liability is included in the general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of San Diego - Risk Management Dept 1200 Third Ave, Suite 1000 San Diego, CA 92101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: AEG Cycling LLC

EVENT: Amgen Tour of California

DATE OF EVENT: May 15, 2016

TIME OF EVENT: 12:00 p.m. to 12:15 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES []	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES []	NO []	SEE CONDITIONS []
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City, its officials, agents and employees are named as an additional insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA. 91950-4397

- Name, address and contact information for the broker providing this insurance policy.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

PUBLIC WORKS (619)366-4580

Street Division

1. Staff will close off affected streets.
2. Staff will barricade affected streets and remove them at the conclusion of the event.

- Equipment 6 X \$19.09 = \$ 114.54
- Barricades 80 X \$ 0.35 = \$ 28.00
- Overtime 6 X \$48.86 = \$ 293.16
- Cones 150 = \$ 47.43

Total = \$ 483.13

FIRE (619) 336-4550

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) ~~Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes~~
- 3) First Aid will be provided by organization
- 4) Fees can only be waived by City Council

POLICE

The soft closures should be manned by two officers who can control each side of the intersection.

1. Division Street- 2 officers
2. 4th Street- 2 officers
3. 8th Street- 2 officers
4. Plaza Blvd- 2 officers
5. 12th Street- 2 officers
6. 16th Street- 2 officers
7. 18th Street- 2 officers
8. 24th St. - 2 officers
9. 30th St. - 2 officers

This totals up to 18 officers. We could try to have our 2 CSO and 3 PEO help out with this event. We need to ensure we have an officer at these 9 locations and the second person could be a CSO or PEO.

The numbers for the event are:

18 officer/Corporals at 4 hours = \$5213.52

3 Parking Officers at 4 hours = \$394.08

2 Community Service Officers at 4 hours = \$241.04

Total= \$5848.64

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Safe Summer Slam 2016 sponsored by Operation Samahan at 2841 Highland Avenue on May 21, 2016 from 10 a.m. to 3 p.m. with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Temporary Use Permit – Safe Summer Slam 2016 sponsored by Operation Samahan at 2841 Highland Avenue on May 21, 2016 from 10 a.m. to 3 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: (619) 336-4255

DEPARTMENT: Neighborhood Services Department

APPROVED BY: 

EXPLANATION:

This is a request from Operation Samahan to conduct the Safe Summer Slam 2016 event at 2841 Highland Avenue on May 21, 2016. This event is an annual event planned and coordinated by Operation Samahan Teen Center staff in collaboration with its community partners. The focus of the event is health promotion and awareness of available programs and services in National City and the South Bay. This event is free of charge.

Security will be provided by Nosotros from MAAC Project and handicap parking will be reserved on the existing parking lot.

Note: This event has been approved by council for the past six years with no waiver of fees.

FINANCIAL STATEMENT:

ACCOUNT NO.

City fee of \$237.00 for processing the TUP through various City departments.

Total fees: \$237.00

APPROVED: _____

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



Type of Event:

☐ Public Concert☒ Fair☐ Festival☐ Community event☐ Parade☐ Demonstration☐ Circus☐ Block Party☐ Motion Picture☐ Grand Opening☐ Other _____Event Title: Safe Summer Slam 2016Event Location: 2841 Highland Ave. National City CA. 91950Event Date(s): From 05/21 to 05/21Actual Event Hours: 10:00 AM to 3:00 PMTotal Anticipated Attendance: 200 (X Participants _____ Spectators)Setup/assembly/construction Date: 05/21 Start time: 8:00 AM

Please describe the scope of your setup/assembly work (specific details): _____

Tables, Chairs, stage and decorationsDismantle Date: 05/21 Completion Time: 3:00 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

NoneSponsoring Organization: Operation Samahan Inc/ Y2Y Teen CenterChief Officer of Organization (Name) Emellina QuisumbingApplicant (Name): Alma CarranzaAddress: 2841 Highland Ave. National City, Ca. 91911Daytime Phone: 619-477-4451 Evening Phone: 619-840-4233Fax: 619-434-5338E-Mail: acarranza@operationsamahan.orgContact Person "on site" day of the event: Alma Carranza Cellular: 619-840-4233**NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS**

Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s): _____

N/A

\$0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$2,500 Estimated Expenses for this event.

\$0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

Safe Summer Slam is an annual event planned and coordinated by Operation Samahan Teen Center

Center & staff in collaboration with its fellow community partners. The focus of event is health promotion

and awareness of available programs and services in National City and the South Bay area

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: N/A

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☐ YES ☒ NO Will items or services be sold at the event? If yes, please describe:

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 3-5 Sizes 10x10
NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☒ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____

If you intend to cook food in the event area please specify the method:

____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (Specify): _____

☐ Portable and/or Permanent Toilet Facilities
Number of portable toilets: _____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

☒ Tables # 20 and Chairs # 70

☐ Fencing, barriers and/or barricades

☐ Generator locations and/or source of electricity

☒ Canopies or tent locations (include tent/canopy dimensions)

☐ Booths, exhibits, displays or enclosures

☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures

☐ Vehicles and/or trailers

☐ Other related event components not covered above

Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 10 Trash containers with lids: 10

Describe your plan for clean-up and removal of waste and garbage during and after the event:
We have volunteers that will be monitoring trash cans as they get full we will remove trash and throw in assigned agency bins

Please describe your procedures for both Crowd Control and Internal Security:
We have an agreement with Nosotros from MAAC Project to provide security for event.

☒ YES ☐ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: MAAC Project/ Nosotros

Security Organization Address: 73 North 2nd Ave. CV Ca. 91910

Security Director (Name): A Lomeli Phone: 619-426-4801

☐ YES ☒ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
We have medical on hand from our primary care clinic located at 2836 Highland Ave. NC Ca. 91950

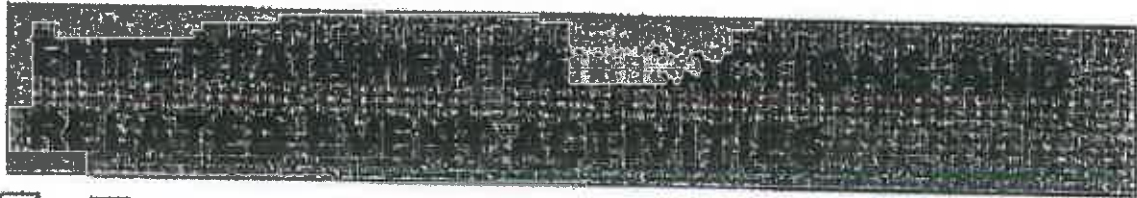
Please describe your Accessibility Plan for access at your event by individuals with disabilities:
We have designated entry ways as well as secured and signage parking.

Please provide a detailed description of your PARKING plan:
We have available space in our leased lot located at on Highland Ave. and 28th Street

Please describe your plan for DISABLED PARKING:
We have a total of 4 disabled parking

Please describe your plans to notify all residents, businesses and churches impacted by the event:
We will send out a courtesy letter to residents with a 2 block radius

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.



☐ YES ☒ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music: _____

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate:
Start time: 10:00 AM Finish Time 3:00 PM

☐ YES ☒ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: _____ PM Finish Time _____ PM
Please describe the sound equipment that will be used for your event:

☒ YES ☐ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:
DJ sound system, 4PA speakers

☒ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:
Banner & some lights (string lights)

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization Operation Samahan Inc/ Y2Y Teen Center

Person in Charge of Activity Alma Carranza


Address 2841 Highland Ave. NC, CA. 91950

Telephone 619-840-4233 Date(s) of Use 05/21/2016

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

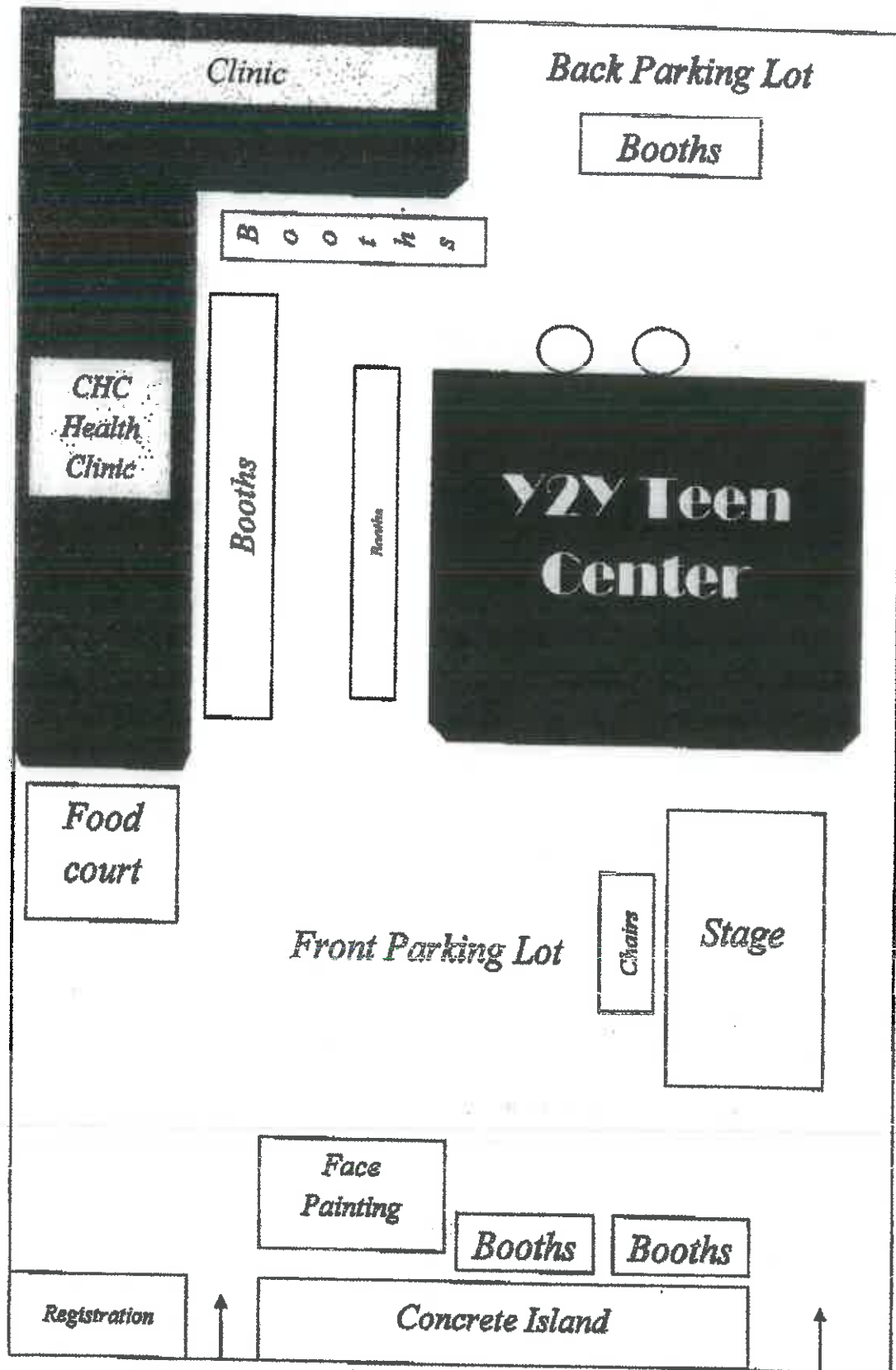
Signature of Applicant Official Title Date

 3/8/2016
Director of Teen Center

For Office Use Only

Certificate of Insurance Approved _____ Date 05/21

Safe Summer Slam 2016 festival layout



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (760) 931-3500 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D06408 5901 Priestly Drive Carlsbad, CA 92008	CONTACT NAME PHONE (A/C, M, Ext): 760-931-3500 FAX (A/C, M): 877-802-4170 EMAIL ADDRESS
INSURED Operation Samahan, Inc. 1428 Highland Avenue National City CA 91950	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California NAIC #: 11846 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 10229176

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2015-18073	09/20/2015	09/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance

CERTIFICATE HOLDER

CANCELLATION

Operation Samahan, Inc.
1428 Highland Avenue
National City CA 91950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Operation Samahan

60274

CITY OF NATIONAL CITY

BUSINESS LICENSE CERTIFICATE

**KEEP FOR YOUR RECORDS
BUSINESS TAX RECEIPT**

PURSUANT TO CITY ORDINANCE THIS LICENSE IS HEREBY GRANTED FOR THE TERM & PURPOSE STATED

BUS DESCRIPTION

Date of Expiration: 12/31/2016

BUSINESS ADDRESS 2841 HIGHLAND AVE



BUSINESS NAME

OPERATION SAMAHAN, INC

ATTN:

MAILING

1428 HIGHLAND AVE

ADDRESS

NATIONAL CITY, CA 91950-4624

Thomas A. D.
City Manager

NON TRANSFERABLE

POST IN A CONSPICUOUS PLACE

TOTAL

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Operation Samahan Inc / Y2Y Teen Center

EVENT: Safe Summer Slam 2016

DATE OF EVENT: May 21, 2016

TIME OF EVENT: 10 a.m. to 3 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES []	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES []	NO []	SEE CONDITIONS []
POLICE	YES []	NO []	SEE CONDITIONS []
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

PLANNING:

Speakers shall face away from neighboring residential areas. All activities shall conform to Title 12 (Noise) of the Muni Code.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

FINANCE

All vendors should have Business License and Food Vendors should also have a San Diego County Health Permit.

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City, its officials, agents and employees are named as an additional insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
City of National City
Risk Management Department
1243 National City Boulevard
National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy.

FIRE (619) 336-4550

NO FEE OR INSPECTION REQUIRED

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 6) Provide a 2A:10BC fire extinguisher at stage area. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher.

Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.

- 7) If an internal combustion power source (generator) is used for amplified sound, the device shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the sound system is not in use.
- 8) If internal combustion power sources (generators) are used, they shall be isolated from contact with the public by either physical guards, fencing or an enclosure.
- 9) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 10) If tents or canopies are used, the following information shall apply:
 - Tents having an area from 0-200 square feet shall be \$200.00
 - Tents having an area more than 201 square feet shall be \$400.00
 - Canopies having an area from 0-400 square feet shall be no charge.
 - Canopies from 401-500 square feet shall be \$250.00.
 - Canopies from 501-600 square feet shall be \$300.00.
 - Canopies from \$601.00 or greater shall be \$400.00.
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
 - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.

A ten feet separation distance must be maintained between tents and canopies.
A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet State Fire Marshal approval for cooking. See Fire Marshal for required explanation.**
- 11) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides.
- 12) All cooking areas to have one 2A:10BC fire extinguisher. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached. See Attached
- 13) First Aid will be provided by primary care clinic staff located at 2743 Highland Ave.
- 14) Fees can only be waived by City Council.

If you have any questions please feel free to contact me.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Halloween retail tent store hosted by Halloween Express at Westfield Plaza Bonita Mall from August 15, 2016 thru November 10, 2016 with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Temporary Use Permit – Halloween retail tent store hosted by Halloween Express at Westfield Plaza Bonita Mall from August 15, 2016 thru November 10, 2016 with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: (619) 336-4255

DEPARTMENT: Neighborhood Services Department

APPROVED BY: 

EXPLANATION:

This is a request from Halloween Express to open a temporary outdoor Halloween retail tent store at Plaza Bonita Mall from August 15 thru November 10, 2016. Daily hours of operations will be from 9 a.m. to 10 p.m.

This 50 x 150sqft tent will be set-up on the westside parking lot of the mall adjacent to Ring Road within lot number location known as Lot #1. This outdoor tent will provide the community with a wide product selection of seasonal items such as Halloween costumes, decorations, and accessories. At the end of the season, starting November 1st, Halloween Express will have a three day 50 percent liquidation sale. If approved, this temporary structure may require additional permits and inspections from both the Building and Fire Department prior to opening for business. Westfield Plaza Bonita security and the applicant's staff will serve as security during the business and closed hours of operation.

Note: This applicant has been approved for this request with no waivers in 2013, 2014 & 2015.

FINANCIAL STATEMENT:

ACCOUNT NO.

City fee of \$237.00 for processing the TUP through various City departments, and \$400 for Fire Department.

Total fees: \$637.00

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

EVENT INFORMATION

Type of Event:

- ☐ Public Concert
☐ Parade
☐ Motion Picture

- ☐ Fair
☐ Demonstration
☐ Grand Opening

- ☐ Festival
☐ Circus
☒ Other Retail Sale

- ☐ Community event
☐ Block Party

Event Title: HALLOWEEN RETAIL TENT

Event Location: Parking lot 2 at Westfield plaza Bonita Mall

Event Date(s): From 8/15/2016 to 11/10/2016

Actual Event Hours: 9:00 AM to 10:00 PM

Total Anticipated Attendance: (Participants Spectators)

Setup/assembly/construction Date: 8/16/2016 Start time: 8:00 AM

Please describe the scope of your setup/assembly work (specific details): HALLOWEEN Express
Initial Set-up is a Two week process. it includes permitting and inspection

Dismantle Date: 11/10/2016 Completion Time: 6:00 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

NONE

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: HALLOWEEN Express

Chief Officer of Organization (Name): Matthew Farr

Applicant (Name): HALLOWEEN Theme LLC dba HALLOWEEN Express

Address: 724 Avenida Cadeniz, San Marcos, CA. 92069

Daytime Phone: 414-803-8989 Evening Phone: SAME

Fax: 866-568-6655 E-Mail: m.farr@gmail.com

Contact Person "on site" day of the event: Matthew Farr Cellular: 414-803-8989

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☐ YES ☒ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s): _____

\$ _____ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ _____ Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

See Attached Description

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☒ YES ☐ NO Will items or services be sold at the event? If yes, please describe:

HALLOWEEN COSTUMES, ACCESSORIES AND DECORATIONS

OVERALL EVENT DESCRIPTION CONTINUED

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☐ YES ☒ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 1 Sizes 50 x 150 sq ft. = 7500 sq ft.
NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☒ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____
If you intend to cook food in the event area please specify the method:
____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (Specify): _____

☐ Portable and/or Permanent Toilet Facilities
Number of portable toilets: _____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☐ Tables # _____ and Chairs # _____
☐ Fencing, barriers and/or barricades
☐ Generator locations and/or source of electricity
☒ Canopies or tent locations (include tent/canopy dimensions)
☐ Booths, exhibits, displays or enclosures
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☒ Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: _____ Trash containers with lids: _____

Describe your plan for clean-up and removal of waste and garbage during and after the event:

Use the Wash Facilities

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

Mail Security And Halloween Express Employees.

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☒ YES ☐ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

HALLOWEEN EXPRESS Hours Are 9:00 AM To 10:00 PM.
WE will use EDGE Electricity to HAVE STANDARD Internal Lighting
And will use Parking lot Lights as well as some Flood Lights & light towers to illuminate outside
 Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
WE HAVE First Aid Kit Available at the Tent.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Attached please find a map of where the tent will be set up
and HALLOWEEN Express will use Mail's EXISTING Marked parking
spots And Disabled parkings.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

Sufficient Existing parking in other Areas of the mall.

Please describe your plan for DISABLED PARKING:

EXISTING Disabled parking Available in the Mall.

Please describe your plans to notify all residents, businesses and churches impacted by the event:

LOCAL PAPER, POSTERS AT the Mall - Advertise at Reader
MAGAZINE

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☐ YES ☒ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music: _____

☐ YES ☒ NO Will sound amplification be used? If YES, please indicate:
Start time: _____ AM Finish Time _____ PM

☐ YES ☒ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: _____ PM Finish Time _____ PM

Please describe the sound equipment that will be used for your event:

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☒ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:

Parking lot lights And Flood Lights

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

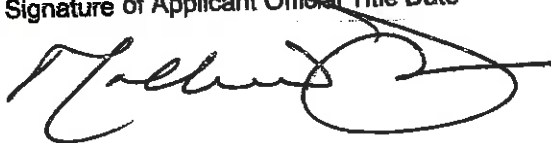
Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization HALLOWEEN TIME LLC, dba HALLOWEEN EXPRESS
Person in Charge of Activity MATTHEW FAIR
Address 1784 AVENIDA CORDEROIZ, SAN MARCOS, CA, 92069
Telephone 414-803-8789 Date(s) of Use 8/15/2016 TO 11/10/2016

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date

 MEMBER 3/1/2016

For Office Use Only

Certificate of Insurance Approved _____ Date _____

HALLOWEEN EXPRESS

Halloween Tyme LLC.
dba Halloween Express
784 Avenida Codorniz
San Marcos, CA 92069
T. 414-803-8989
F. 866-568-6655
Email. mmfahr@gmail.com

Date: March 1, 2016
To: City of National City
From: Halloween Tyme LLC
Subject: Halloween Express Plan of Operation

Halloween Express is excited to have the opportunity to enter into a tentative lease agreement with Westfield to set up a 50ft. by 125ft. tent at their Plaza Bonita Mall, in the City of National City. This agreement is contingent on permitting. We are requesting that the City of National City, grant us a temporary use permit to allow the tent to be set-up from August 15th to November 10th, 2016.

Halloween Express's initial set up is a two week process. It includes permitting and inspection, hiring and training, coordination with tent delivery & set up team, fixture building, product inventory set up and new inventory delivery. These steps are all subject to a domino effect that requires each part of the process to start and complete before the next steps can be taken. At the end of the season, starting November 1st, Halloween Express has a three day 50 percent liquidation sale as well as three days of product inventory, fixture tear down and clean up. The final step is a two day tent tear down, therefore it is a eight day closing process.

In order to ensure the tent is successful and presents a wonderful seasonal attraction to the community, Halloween Express is committed to have great product selection and great customer service. We employ about 20 to 25 part time and full time employees that will be working to complete and run the tent throughout the season. We will be open daily in September from 10:00 a.m. to 9:00 p.m. and in October from 9:00 a.m. to 10:00 p.m..

Halloween Express will have significant product cost, fix cost and set up expenses. In order to retrieve our costs and be competitive in the area, we will need to be open throughout September and October. We would appreciate for the city to consider our application for Temporary use permit to set up a tent from August 15th to Nov 10th 2016.

Sincerely Yours,



Matthew Fahr
Halloween Tyme LLC



Plaza Bonita
3030 Plaza Bonita Road
Suite 2075
National City, CA 91950
Telephone (619) 267-2850
Facsimile (619) 472-5652

February 23, 2016

City of National City
Attention: Vianey Rivera
Neighborhood Services Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Halloween Express (Halloween Tyme) -- Westfield Plaza Bonita

Dear Ms. Rivera

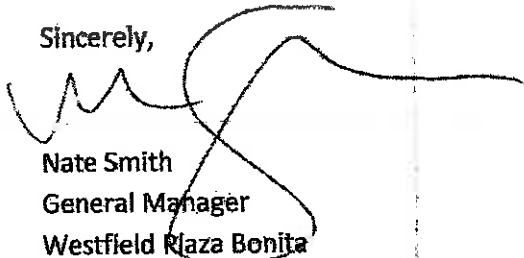
I hereby authorize Mathew Fahr, acting as representative of Halloween Tyme, LLC., to operate a business known as Halloween Express in parking lot #1 at Westfield Plaza Bonita during the dates of August 15, 2016 through November 10, 2016.

Mathew Fahr has permission to install temporary power to poles in parking lot #1 to provide power during the temporary use time if adequate power is not already in place.

Mathew Fahr will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

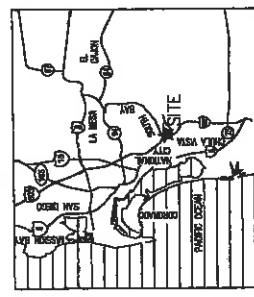
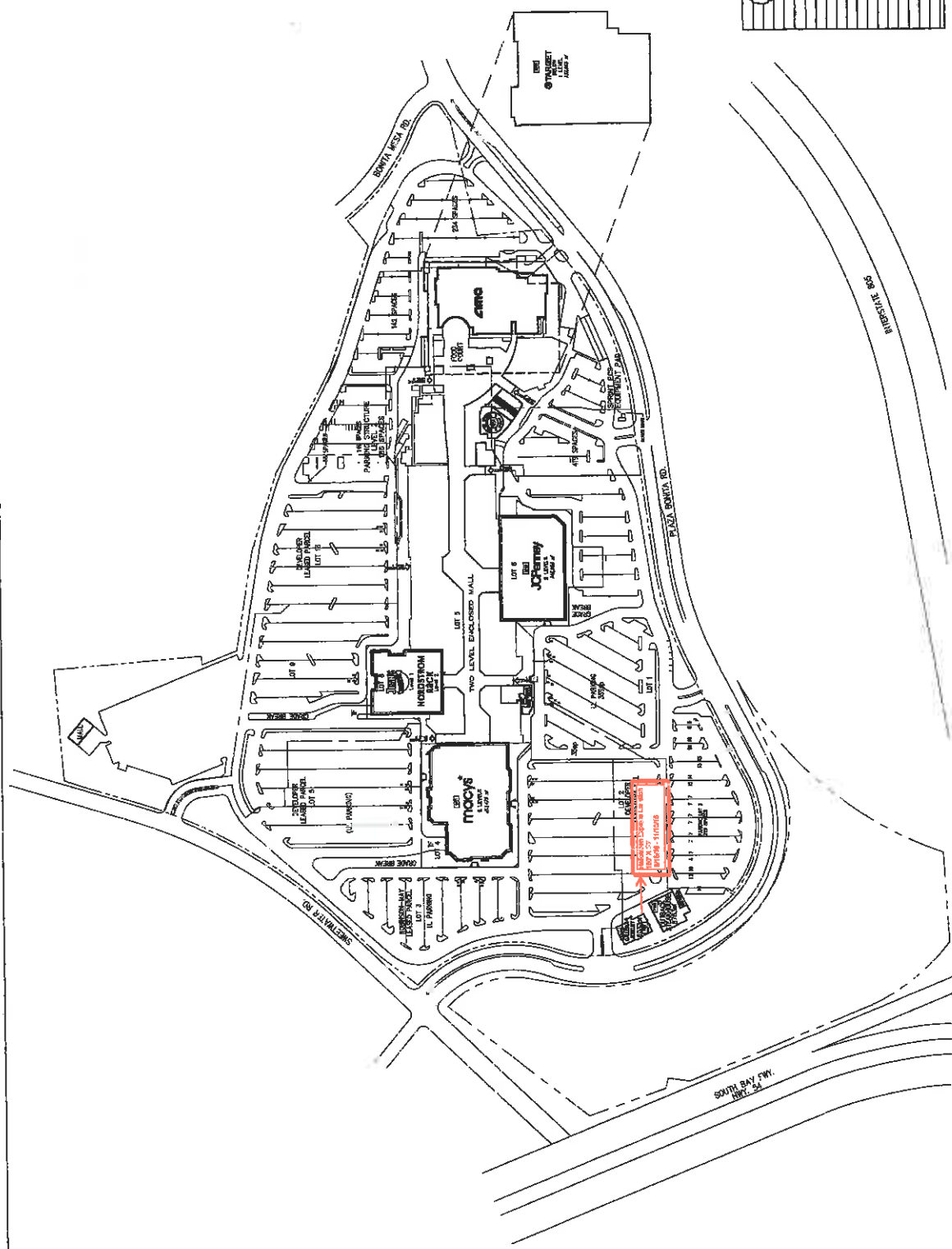
Please feel free to call me if you have any questions at 619.267.2850.

Sincerely,



Nate Smith
General Manager
Westfield Plaza Bonita

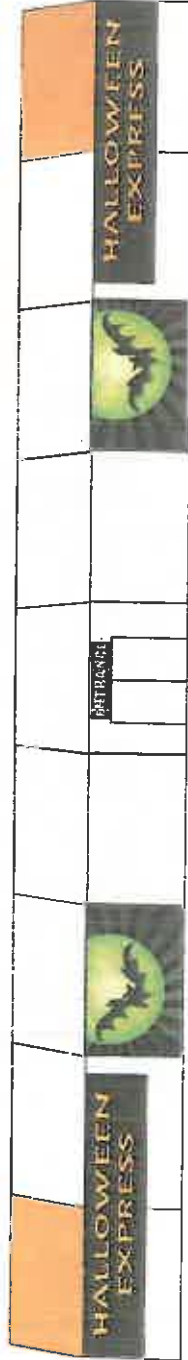
cc: retailers file



Westfield Plaza Bonita <small>APRIL 2005</small>	
<small>THIS MAP IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF WESTFIELD. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS MAP. THE USER OF THIS MAP ASSUMES ALL LIABILITY FOR ANY SUCH ERRORS OR OMISSIONS.</small>	
Westfield, LLC <small>1000 WESTFIELD BLVD, SUITE 100, WESTFIELD, MA 01086</small>	AS-IS SITE PLAN
SCALE 	

HALLOWEEN EXPRES 373
PLAZA BONITA TENT - OUTSIDE LAYOUT

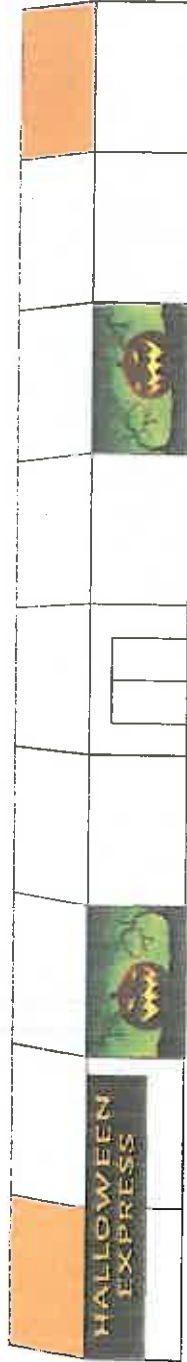
MACY'S / ENTRANCE side



OUTBACK side



ROAD side

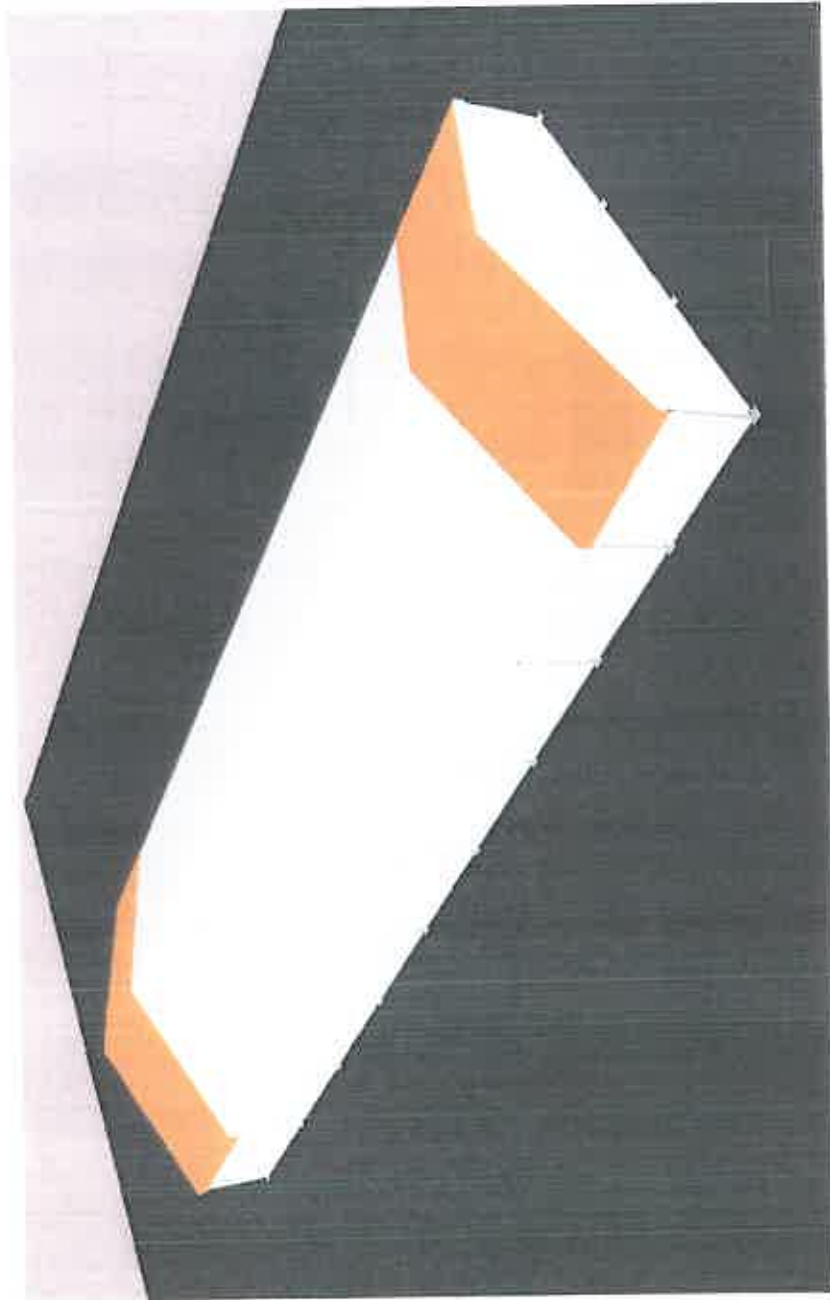


ROAD side



HALLOWEEN EXPRES 373
PLAZA BONITA - OUTSIDE LAYOUT

TOP OF TENT





HALLOWEEN EXPRESS
TENT LOCATION
150' x 50'
8/15/16 - 11/10/16

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Halloween Express
EVENT: Halloween Retail Tent
DATE OF EVENT: August 15, 2016 to November 10, 2016
TIME OF EVENT: 9 a.m. to 10 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES []	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES []	NO []	SEE CONDITIONS []
POLICE	YES []	NO []	SEE CONDITIONS []
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

BUILDING:

The applicant will be required to submit a plan outlining the layout of the floor plan. Plan should include entrance and exits, width of aisles, customer service counter to meet California Accessibility requirements and lighting. The plan should be submitted at least 60 prior to the erecting of the tent to allow for plan review. Applicant will be required to meet or exceed the 2013 California Building and Fire Codes for this event.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insured's, with amounts of coverage to be determined by the Risk Manager.

FINANCE

Halloween Express needs to renew their business license.

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City, its officials, agents and employees are named as an additional insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
City of National City
Risk Management Department
1243 National City Boulevard
National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy.

FIRE (619) 336-4550

\$400.00 TENT FEE HAS BEEN PAID

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways
- 2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed

- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) If tents or canopies are used, the following information shall apply:
 - Tents having an area from 0-200 square feet shall be \$200.00
 - Tents having an area more than 201 square feet shall be \$400.00
 - Canopies having an area from 0-400 square feet shall be no charge.
 - Canopies from 401-500 square feet shall be \$250.00.
 - Canopies from 501-600 square feet shall be \$300.00.
 - Canopies from \$601.00 or greater shall be \$400.00.
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
 - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.

A ten foot separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained
- 7) A tent shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure, tent or canopy
- 8) Provide a minimum of 2A:10BC fire extinguishers inside tent area. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher (*See Attached*). Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher*) shall be placed immediately above the fire extinguisher
- 9) Exit openings from tents shall remain open and identified unless covered by a flame –resistant curtain. The curtain shall comply with the following:
 - Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit
 - Curtains shall be of a color, or colors, that contrast with the color of the tent
- 10) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating

areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of aisle width for each 50 persons served by such aisles at the point

- 11) The arrangement of aisles shall be subject to approval by the fire code official and shall be maintained clear at all times during occupancy
- 12) All chairs used for seating inside tent shall be secured to one another using approved chair binding methods
- 13) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more
- 14) Exit signs shall be **GREEN** in color and shall be of an approved self-illumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
 - Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less
- 15) Means of egress shall be illuminated with light (Bug Eyes) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power
- 16) Exits, aisles and passageways shall not be blocked, locked or otherwise obstructed, and shall have their minimum clear width available at all times
- 17) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements and inspection of electrical
- 18) Vehicles shall be isolated from contact with the tents or canopies, Vehicles shall be at least **20** feet away from tents or canopies
- 19) Every room or space, shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway ~~from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. The maximum occupancy load shall posted by the Building or Fire Official based on room configuration.~~ At no time shall the owner or agent allow the posted occupant load to be exceeded. Occupant load sign shall be clearly visible at all times

- 20) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted
- 21) Spot or effect lighting shall only be by electricity, and all combustibles construction located within 6 feet of such equipment shall be protected with approved noncombustible insulation not less than 9.25 inches thick
- 22) There shall be a minimum clearance of at least 3 feet between the fabric envelope and all contents located inside the tent structure
- 23) The floor surface inside tents and canopy structures and grounds outside and within a 30-foot perimeter shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises. Combustible waste shall be removed from the structure as necessary and daily to meet code
- 24) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event
- 25) Please contact the National City Fire Department to arrange a time for inspection. Periodic inspections will be conducted by the Fire Department for this event
- 26) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars.
- 27) Fire Department fees can only be waived by City Council

If you have any questions please feel free to contact me.

The following page(s) contain the backup material for Agenda Item: Senate Bill 1000
(Senator Connie M. Leyva (D-Chino)) Environmental Justice Element in General Plans.
(Planning)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 5, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Senate Bill 1000 (Senator Connie M. Leyva (D-Chino)) Environmental Justice Element in General Plans. (Planning)

PREPARED BY: Raymond Pe, Principal Planner



DEPARTMENT: Planning Division

PHONE: 336-4421

APPROVED BY: _____

EXPLANATION:

Senate Bill 1000 would establish a state-mandated requirement that local governments adopt an environmental justice (EJ) element in future general plans. The bill is intended to ensure that local governments address environmental justice when developing plans and policies for land use, growth, and development. The Environmental Health Coalition has requested the City's letter of support for the bill. National City adopted a Health and Environmental Justice (HEJ) element in 2011 as part of the comprehensive General Plan update. The HEJ element was the first to be adopted in the state; the City of Jurupa Valley in Riverside County is the only other jurisdiction to have adopted an EJ element (2014). State law requires that a general plan include seven mandatory elements (to the extent of local relevance): Land use, circulation, housing, conservation, open space, noise, and safety. In addition, jurisdictions may adopt any number of optional elements that may be relevant to the jurisdiction. In 2003, the State Office of Planning and Research (OPR) developed general plan guidelines for environmental justice. The City elected to adopt an optional HEJ element to address the issues and topics that are unique to National City. Senate Bill 1000 would make EJ elements mandatory for future general plans and thereby reduce local discretion regarding the subject.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. [Not Applicable]

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

No further action is required under the California Environmental Quality Act since the action, as defined by CEQA, is not considered a project that has the potential to result in either a direct or indirect physical change in the environment.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Consider the request for a letter of support and provide direction to staff.

BOARD / COMMISSION RECOMMENDATION:

[Not Applicable]

ATTACHMENTS:

1. SB 1000 Fact Sheet.

Senate Bill 1000

Planning for Healthy Communities Senator Connie M. Leyva (D-Chino)

SUMMARY

Senate Bill 1000 will require the development of an Environmental Justice (EJ) element for future General Plans. The bill will ensure local governments proactively plan for and address environmental justice when developing their long-term goals, policies, and vision for land use and any future growth.

BACKGROUND

A General Plan expresses a community's development goals and embodies public policy relative to the distribution of future land uses, both public and private. California state law requires each city and county to adopt a General Plan "for the physical development of the county or city, and any land outside its boundaries which bears relation to its planning" (Government Code §65300).

Specifically, state law requires a General Plan to address seven mandated elements — land use, circulation, housing, conservation, open space, noise, and safety — to the extent that the provisions are locally relevant. Accordingly, each city and county in California must prepare a comprehensive, long-term General Plan to guide its future.

The Governor's Office of Planning and Research is required to adopt and periodically revise the guidelines for the preparation and content of General Plans to assist local governments in meeting this responsibility. In 2003, the updated edition of the General Plan Guidelines (GPG) recommended that local governments integrate environmental justice into their General Plans.

Recently, the cities of Jurupa Valley and National City voluntarily adopted EJ elements into their General Plans to ensure that local land use decisions do not pose environmental risks to disadvantaged populations and to promote policies that improve the health and well-being of their most vulnerable and at-risk populations.

PROBLEM

Throughout California, disadvantaged communities bear a disproportionate burden of pollution and environmental hazards. Furthermore, inappropriate land use remains a leading cause of environmental inequities, from the lack of basic infrastructure in rural areas to the exposure of residential and other sensitive land uses to toxins from

industrial facilities. Consequently, residents in these communities often suffer higher rates of asthma, birth defects and cancer.

While the 2003 updated version of the General Plan Guidelines provided guidance for integrating EJ into city and county development, local governments and disadvantaged communities would be better served by a more comprehensive approach to planning for and addressing environmental justice issues.

SOLUTION

SB 1000 will improve local planning efforts to reduce disproportionate environmental and health impacts on California's most vulnerable residents by ensuring that local governments include an EJ element in General Plans when they are updated. This EJ language will help cities and counties to reduce pollution exposure, and promote better food access, healthier homes, improved air quality and physical activity.

An EJ element allows local governments to identify disadvantaged and vulnerable areas within its jurisdiction; develop plans for addressing the needs of overburdened and under-resourced neighborhoods; and be more competitive in accessing state resources targeted for environmental justice communities.

Senate Bill 1000 is not retroactive so it will not apply to current local General Plans.

STATUS

Introduced February 10, 2016

SUPPORT

Center for Community Action and Environmental Justice (Sponsor)
California Environmental Justice Alliance (Sponsor)

CONTACT

Phillip Vander Klay, (916) 651-4020
Office of Senator Connie M. Leyva
State Capitol, Room 4061
Phillip.Vanderklay@sen.ca.gov

The following page(s) contain the backup material for Agenda Item: Presentation to City Council regarding the Police Department's Body Worn Camera Program.(Police)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 5, 2016

AGENDA ITEM NO.

ITEM TITLE:

Presentation to City Council regarding the Police Department's Body Worn Camera Program.

PREPARED BY: Robert Rounds, Lieutenant

DEPARTMENT: Police

PHONE: 4433

APPROVED BY: 

EXPLANATION:

On March 1, 2016, a Councilmember requested the police department prepare a presentation regarding the status of the department's Body Worn Camera Program. The police department will present a summary of the status of the program; including an overview of Body Worn Cameras, a summary of benefits and challenges identified from camera field tests, and the manner in which the data from the cameras will be stored and managed.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Body Worn Camera program "Frequently Asked Questions" document.
- National City Police Department "Body Worn Camera Project" power point presentation.

National City Police Department
Body Worn Camera (BWC) program
Frequently Asked Questions
February 2016

Q. What is a Body Worn Camera (BWC)?

A. A BWC is a mobile video camera worn by a Police Officer.

Q. Why are officers going to wear cameras?

A. The National City Police Department intends to implement a BWC program in order to create greater transparency and accountability in its contacts with the public. The cameras are also a great tool to gather evidence of the event an officer is investigating. The BWC evidence can be very helpful in a criminal case.

Q. What do you mean by “accountability?”

A. BWCs provide an unbiased view of an event and can be replayed if there is a question over what happened. Experience has shown that individuals are more cooperative when they are aware there is a camera present.

Q. Will the National City Police Department have a policy governing the use of BWCs?

A. Yes. The policy is currently under development and in draft form. The policy will direct the officers on when to activate the camera as well as how to handle the digital evidence that is collected.

Q. What BWC system is the National City Police Department going to use?

A. We field test several different products and we intend to use the Taser “Axon” and “Flex” camera system to record the video. We also plan to use Taser’s “Evidence.com” data management system to store and manage the recorded videos. The data storage system is in compliance with Federal Criminal Justice Information System (CJIS) standards.

Q. Can an officer tamper with the video?

A. No. The data management system is specifically designed so that the individual officer cannot alter, delete, or change any video files. Anytime an officer completes any action within the data management system, the action is logged and traceable.

Q. Can I view the videos?

A. It will depend. Any videos collected that are considered evidence in a criminal case or personnel matter would not be released. The release of other videos would fall under the California Public Records Act. Release of videos will be handled on a case by case basis. If a video is released, it will first need to be reviewed and may need to have personal identifying information and/or other confidential information removed.

Q. How long will the videos be retained?

A. The National City Police Department’s policy on the retention of the videos is still under development. The retention period will depend upon if the video is determined to be evidence in a criminal investigation. The retention schedule will be in compliance with California Government Code section(s) on the retention of public records.

Q. When will police officers record with their BWCs?

A. Generally, police officers will activate their BWCs whenever they respond to calls for service or have citizen contacts where they anticipate taking law enforcement action.

Q. Do body cameras record both audio and video?

A. Yes. The camera is always recording video in a “loop” when the power is on. Once an officer presses the “record” button, the audio begins to record and both the audio/video are saved.

Q. What about my privacy?

- A. The courts have long held that an individual has no expectation of privacy in a public place. In addition, if an officer has a legal right to be somewhere, then the officer can also record video. This includes private property. This privacy concern for the members in our community is also why we will carefully guard the release of the recorded video.

Q. How do I know if I am being recorded on video?

- A. The BWC worn by officers will be clearly visible to the public. If you are talking to an officer who is wearing a BWC you can assume he/she has activated the video. You may also ask the officer if his/her video is activated.

Q. Can I ask the officer to turn off the BWC?

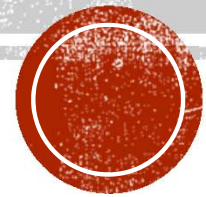
- A. You may certainly ask politely for the officer to turn off the video. Officers will not be required to comply with your request and depending on the event; they may or may not deactivate the BWC.

Q. How many BWCs will the National City Police Department deploy?

- A. All uniformed officers assigned to the patrol division; as well as Traffic Officers, School Liaison Officers, Gang Enforcement Team Officers and Community Service Officers will be required to wear BWCs. Approximately 55 officers will be assigned BWCs for use in the field. However, the department may deploy additional BWCs as needed in other units.

BODY WORN CAMERAS

National City Police Department
BWC Implementation Project





BODY WORN CAMERAS

aka: “BWC”



CAMERAS ARE EVERYWHERE...

Cell phone cameras



Public Safety Cameras



Private Business & Residential



Other Police Departments



OTHER GROUPS:



BWCs IN SAN DIEGO COUNTY

San Diego County Law Enforcement Community:

- Using BWCs with “cloud” storage:
 - San Diego Police Department
 - Chula Vista Police Department
 - Coronado Police Department
 - Escondido Police Department
- Researching the use of BWCs:
 - Carlsbad Police Department
 - Oceanside Police Department
 - La Mesa Police Department
 - El Cajon Police Department
 - San Diego Sheriff's Department



RIALTO, CA POLICE DEPT. BWC STUDY:

■ 2012 - 2013:

- 54 officer patrol force – HALF wore cameras at any given time.
- 88% decline in complaints against officers.
 - From 24 to 3.
- 60% drop in use of force incidents.
 - From 61 to 25.
- When force used, it was twice as likely to have been by officers not wearing cameras.
- Officers who applied force while wearing a camera always captured the incident on video.



MESA, AZ POLICE DEPT. BWC STUDY:

- 2012 - 2013:

- 50 officers wore cameras.
 - 40% decline in complaints against officers.
 - 75% drop in use of force incidents.



BENEFITS OF BODY CAMERAS

- ❑ Increased transparency.
- ❑ Protect against false accusations, misconduct, or abuse against officers.
- ❑ Accountability for both the officer and the public.
- ❑ Helps to prevent and de-escalate confrontational situations.
- ❑ Reduced citizen complaints.
- ❑ Video recorded from the officer's point of view.
- ❑ "Raw" video account of an incident.
- ❑ Video maintained and controlled by the police department.
- ❑ Evidence for court.



OFFICER FEEDBACK: BWC CAPABILITIES

- ❑ Provides the officer's perspective during an incident.
- ❑ May provide multiple officer perspectives of a given incident.
- ❑ Provides a 30 second "buffer" before the camera is turned on (video only).
- ❑ Provides "raw" video of an encounter or incident.
- ❑ Provides audio recording (after record button is pressed).
- ❑ Good evidence for certain cases.



CHALLENGES WITH BODY CAMERAS

- ❑ Cameras have to be manually activated.
- ❑ Officer initially distracted from a situation to operate camera.
- ❑ People reluctant to come forward as witnesses.
- ❑ “If it’s not on video, it didn’t happen.”
- ❑ Privacy issues.
- ❑ Technology issues.
- ❑ Cost.
- ❑ Data management.



OFFICER FEEDBACK: BWC LIMITATIONS

- ❑ Camera distracts people during interviews.
- ❑ People move out of view of the camera.
- ❑ Some people refuse to be recorded.
- ❑ Camera may capture personal identifying information.
- ❑ Camera takes up room on uniform and/or utility belt.
- ❑ Camera may need to be “wired” to a base unit.



BWC VIDEO CLIP: FOOT PURSUIT



BWC VIDEO CLIP: DUI ARREST



BWC VIDEO CLIP: TASER DEPLOYED



BWC VIDEO CLIP LINKS

- Foot Pursuit: <https://www.youtube.com/watch?v=P2h17Sjd12Y>
- False Claim: <https://www.youtube.com/watch?v=vCidpHYLmtE>
- Taser Deploy: http://www.liveleak.com/view?i=48a_1451751419



EVIDENCE SHARING WITH DISTRICT ATTORNEY'S OFFICE

Protocol in place for sharing BWC evidence with agencies currently using the Taser Body Camera.

- San Diego PD
- Chula Vista PD
- Escondido PD
- Coronado PD





<https://www.youtube.com/watch?v=BcnkNurxUJk>



LOOKING FORWARD

- ❑ Department Operating Procedure.
- ❑ Purchasing the cameras and associated equipment.
- ❑ The need for a project manager.
- ❑ Training.
- ❑ Data management.



QUESTIONS?



The following page(s) contain the backup material for Agenda Item: Alternative Cost Accounting Procedures for Public Works Construction (Engineering/Public Works)

Item _____

4/5/16

ALTERNATIVE COST ACCOUNTING PROCEDURES
FOR PUBLIC WORKS CONSTRUCTION
(ENGINEERING/PUBLIC WORKS)